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copy of the original Document

[REDACTED]
SOLICITOR
LEGAL SERVICES
Bristol City Council



PRE-CONSTRUCTION SERVICES AGREEMENT

for

**the development of Bristol Arena
and
associated ancillary infrastructure for Arena Island**

Agreement between

Bristol City Council

and

Bouygues (U.K.) Limited

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THIS DEED is dated 2 May 2016

SOLICITOR
LEGAL SERVICES

PARTIES

Bristol City Council

- (1) **Bristol City Council** whose principal place of business is at City Hall, College Green, Bristol BS1 5TR (such expression to include statutory successors and its assigns) (**Employer**), and
- (2) **Bouygues (U.K.) Limited** incorporated and registered in England and Wales with company number 03460378 whose registered office is at Waterloo Centre Elizabeth House, 39 York Road, London SE1 7NQ (**Contractor**).

BACKGROUND

- (A) The Employer wishes to develop Bristol Arena, which is a multi-purpose indoor entertainment arena with a capacity of 12,000, together with associated ancillary infrastructure for Arena Island.
- (B) The Employer wishes to engage the Contractor to carry out the Pre-Construction Services in connection with the development of Bristol Arena and associated ancillary infrastructure for Arena Island. The Pre-Construction Services are set out in Section A of Schedule 2 to this agreement.
- (C) The Employer may wish to appoint the Contractor to carry out the Works. The Proposed Contract Documents are the basis upon which such potential appointment may be made.
- (D) The Employer may decide not to appoint the Contractor to carry out the Works for any reason whatsoever including (without limitation) the proposed Target Cost exceeds the Employer's budget for the Project, or the Employer does not wish to proceed with the Project, or the Employer does not wish the Project to proceed with the Contractor.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Additional Services: services performed by the Contractor under this agreement, in connection with the Project or the Works that are additional to the Pre-Construction Services.

BIM: the building information model.

BIM Information Manager: the person(s) having responsibility for managing and maintaining the BIM, as identified in the BIM Protocol.

BIM Protocol: CIC Building Information Modelling Protocol first edition 2013 as may be amended from time to time, which is attached at Schedule 6.

Blacklist: a list which contains details of persons who

- are or have been members of trade unions or persons who are taking part or have taken part in the activities of trade unions; and/or
- have incurred disapproval or suspicion or are to be boycotted or otherwise penalised;

and is compiled with the view to being used by employers or employment agencies for the purposes of discrimination in relation to recruitment or treatment of workers.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Contract: the final contract (if any) to be entered into between the Employer and the Contractor in relation to the Works and the Project in the form of (or based on) the Proposed Contract Documents.

Cost Consultant: AECOM of Portwall Place, Portwall Lane, Bristol BS1 6NA or such other person as may be appointed by the Employer to act as cost consultant in connection with the Project or the Works from time to time.

Deleterious: means any products, substances or materials which:

- do not conform with British and European Union Standards or Codes of Practice, or good guiding practice, or the publication entitled 'Good Practice in the Selection of Construction Materials 2011' published by British Council for Officers; or
- are generally known to be deleterious to health and safety and/or the durability of the buildings or structure in the particular circumstances in which they are used or specified for use; or
- are known to be prohibited materials (either to health and safety or to the durability of the Works).

Documents: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Pre-Construction Services, the Project and the Works and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Pre-Construction Services, the Project and the Works.

Employer's Project Manager: [REDACTED] of Bristol City Council, Brunel House, Third Floor, Saint George's Road, Bristol BS1 5UY, or such other person as may be appointed by the Employer to act as Project Manager in connection with the Contract from time to time, providing always that the Employer and the Contractor shall jointly appoint a third party professional consultant to independently decide the date of and certify Completion under

the Contract (where the expression 'Completion' has the same meaning as set out in the Proposed Contract Documents).

Key Personnel: the persons identified Schedule 1, or as otherwise agreed under clause 3.3.

Material: has the same meaning as set out in clause 1 of the BIM Protocol.

Notice to Proceed: a notice to proceed issued by the Employer to the Contractor under clause 6.1 in the form set out in Schedule 4.

Permitted Uses: the tendering, re-tendering, design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, building information modelling and repair of the Works (and the completed Works), whether or not those Works are carried out by the Contractor.

Pre-Construction Fee: the sum set out in Section A of Schedule 3 to be paid in accordance with clause 5.1 and the arrangements set out in Section A of Schedule 3.

Pre-Construction Period: that period of the Project up to and including the date of issue of any Notice to Proceed.

Pre-Construction Services: the services required to be performed by the Contractor as set out in Section A of Schedule 2.

Principal Designer: Populous Limited, (company number 2133361) whose registered office is at 14 Blades Court, Deodar Road, London, SW15 2NU, or such other person as may be appointed by the Employer to act as principal designer under the CDM Regulations.

Professional Consultants: the professional consultants listed in Schedule 1 and any other professional consultants from time to time engaged by the Employer in connection with the Project.

Project: the development of Bristol Arena and associated ancillary infrastructure for Arena Island.

Project Cost Plan: the budget for the Project prepared by the Cost Consultant and agreed by the Employer.

Proposed Contract Documents: the documents listed in and attached at Schedule 5 together with any marginal amendments and non-material alterations or variations to them agreed between the parties.

Standard of Care: all the reasonable skill, care and diligence to be expected of a properly qualified and competent designer experienced in the design of works similar in size, scope and complexity to the Works.

Target Cost: the total of the prices to be agreed by the parties under this agreement and included in the Contract.

Weekly Rate: the rate set out in Section A of Schedule 3 to be paid in accordance with clause 5.1 and the arrangements set out in Section A of Schedule 3.

Works: the works and the services required for the design, construction, completion and commissioning of the Project.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
 - 1.3 A **person** includes a natural person, corporate or unincorporated body, whether or not having separate legal personality, and that person's personal representatives, successors and permitted assigns.
 - 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
 - 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
 - 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
 - 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
 - 1.8 A reference to a party shall include that party's personal representatives, successors and permitted assigns.
 - 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
 - 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
 - 1.11 Any reference to a party's **consent** or **approval** being required is to a consent or approval in writing, which must be obtained before the relevant action is taken or event occurs.
 - 1.12 Any obligation on a party not to do something includes an obligation not to agree that thing to be done.
 - 1.13 A reference to **writing** or **written** does not include faxes or e-mail.
 - 1.14 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
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- 1.15 A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.16 Unless this agreement expressly provides otherwise, a reference to the Project is to the whole and any part of it.
- 1.17 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.18 Terms defined in the Proposed Contract Documents have the same meaning in this agreement as in the Proposed Contract Documents unless the meaning given in the Proposed Contract Documents is different to, or conflicts with, the meaning given in this agreement, in which case the meaning given in this agreement prevails.

2. DURATION AND EFFECT OF THIS AGREEMENT

- 2.1 The parties' obligations under this agreement start on the date of this agreement or, if earlier, the date on which the Contractor commenced performance of the Pre-Construction Services until the earlier of:
- (a) the execution and completion of the Contract; or
 - (b) the Contractor or Employer issues a notice of termination of this agreement under clause 11.
- 2.2 Before execution and completion of the Contract, the rights and obligations of the Employer and the Contractor in relation to the Works shall be governed by the provisions of this agreement and the Proposed Contract Documents. If there is any conflict or difference between this agreement and the Proposed Contract Documents, this agreement prevails.
- 2.3 On the execution and completion of the Contract, the parties' respective rights and liabilities in respect of all matters with which this agreement is concerned (including any specific orders or items of work or design ordered or performed by the Contractor under clause 4.3) shall be subsumed into and be subject to the Contract. For the avoidance of doubt,
- (a) the Target Cost included in the Contract at the Contract Date shall include any sums that are agreed in writing as the target cost for any specific orders placed or specific items of work performed (including any design ordered) under clause 4.3, and
 - (b) in the Contract at the Contract Date the Price Done for Work Done to Date shall include the Defined Cost for any specific orders placed or
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specific items of work performed (including any design ordered) under clause 4.3.

In this clause 2.3 the expressions 'Price for Work Done to Date', 'Defined Cost' and 'Contract Date' have the same meaning as set out in the Proposed Contract Documents.

3. PRE-CONSTRUCTION PERIOD

3.1 The Contractor warrants and undertakes that it shall:

- (a) comply with this agreement and the Proposed Contract Documents;
- (b) carry out and fulfil, in all respects, the duties of a principal contractor under the CDM Regulations;
- (c) ensure that the Key Personnel maintain a material involvement in the Pre-Construction Services;
- (d) allocate sufficient numbers of personnel with appropriate qualifications, experience and competencies to perform the Pre-Construction Services; and
- (e) deploy as a minimum the personnel and resources listed in Section B of Schedule 2.

3.2 The Contractor warrants and undertakes that it shall exercise the Standard of Care:

- (a) when performing the Pre-Construction Services; and
- (b) not to specify for use anything Deleterious at the time of specification.

3.3 So far as is reasonably possible, the Contractor shall not change the identity of the Key Personnel without the Employer's prior consent.

3.4 Nothing in this agreement shall prevent or restrict the Employer from entering into negotiations or contracting with any other contractor at any time in relation to the Project.

3.5 The Employer shall within a reasonable time:

- (a) comply with any reasonable request from the Contractor for information in the Employer's possession or control, which is relevant to the Contractor's obligations under this agreement (including the Pre-Construction Services) and which has not previously been provided to the Contractor; and
 - (b) give instructions or approvals and make decisions or, as the case may be, take all reasonable steps to procure that the Employer's Project Manager or the Professional Consultants give instructions or
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approvals and make decisions, as reasonably requested by the Contractor, to allow the Contractor to comply with its obligations under this agreement, including performing the Pre-Construction Services.

4. ADDITIONAL SERVICES, WORKS AND ORDERS

- 4.1 In placing orders, executing work, delegating or sub-contracting the Pre-Construction Services or the Works, or carrying out any other function under this agreement, the Contractor shall comply with the Employer's instructions and the procedures and obligations referred to in the Pre-Construction Services and the Proposed Contract Documents.
- 4.2 The Employer may instruct the Contractor to carry out Additional Services, and the Contractor shall perform such Additional Services. As a condition precedent to the Contractor's entitlement to any additional payment in connection with such Additional Services, the Contractor shall notify the Employer if it will require additional payment for such services within seven calendar days of receipt of the Employer's instruction. The Contractor's notice shall state the total sum the Contractor requires to perform such Additional Services. On receipt of the Contractor's notice the Employer may within a further seven calendar days cancel its instruction, at no cost to the Employer, who shall not pay the Contractor for such Additional Services, and the Contractor shall not perform such Additional Services.
- 4.3 The Contractor may (with the prior consent of the Employer) and shall (if so instructed by the Employer or the Employer's Project Manager) at its own risk place a specific order or perform a specific item of work comprising part of the Works (including ordering the design part of the Works) before the issue of any Notice to Proceed providing that, the Contractor shall not place an order or commence any item of work until the sum in respect of such order or item has been agreed in writing between the Employer and the Contractor. For avoidance of doubt, if the Employer subsequently does not issue a Notice to Proceed, the only remedy available to the Contractor will be to recover the direct costs incurred as a result of the cancellation of orders or the cessation of the performance of items of work. Such direct costs incurred shall not include the Contractor's share under the Proposed Contract Documents. Such direct costs incurred shall include a fee for subcontracted work, which is the sum of the amounts calculated by applying the [REDACTED] to the Defined Cost of any subcontracted work (where the expressions '*subcontracted fee percentage*' and '*Defined Cost*' have the same meaning as set out in the Proposed Contract Documents).
- 4.4 Any order or item of work referred to in clause 4.3 shall be carried out in accordance with the Proposed Contract Documents. For the avoidance of
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doubt, the compensation event provisions in the Proposed Contract Documents shall apply to any order or item of work referred to in clause 4.3.

4.5 Without affecting the Contractor's obligations under the Proposed Contract Documents, the Contractor shall:

- (a) be responsible for the acts and activities of its sub-contractors and suppliers, and its liability to the Employer shall not in any way be reduced, qualified, released or diminished by the Employer's approval of any list, document, material, programme, sub-contract, supply agreement, order, sub-contractor or supplier;
- (b) ensure that any sub-contract or supply agreement entered into in relation to the Works during the Pre-Construction Period contains a clause that permits its termination if the Employer does not issue a Notice to Proceed;
- (c) itself, and shall procure that any sub-contractor and supplier appointed by it in relation to the Works during the Pre-Construction Period shall, on any termination of this agreement by the Employer, consent to and, if requested by the Employer or the Contractor, effect the novation of their respective sub-contract, supply agreement, order and any other similar document to the Employer or any person that the Employer nominates; and
- (d) give the Employer a certified copy of any sub-contract, supply agreement, order and any other similar document within seven calendar days of the Employer's request to do so.

4.6 Each specific order to be placed or specific item of work to be performed under clause 4.3 shall not be placed or commenced (as appropriate) until the Contractor has submitted a discrete programme to the Employer for the specific order or item of work which shall satisfy the requirements for the programme that are set out in the Proposed Contract Documents (namely clause 31.2 of the NEC3 Engineering and Construction Contract April 2013 edition), and such discrete programme has been accepted by the Employer (such acceptance not to be unreasonably withheld or delayed). If a specific order or item of work is not delivered or completed by the accepted Completion Date (as may be adjusted in accordance with the compensation event provisions in the Proposed Contract Documents), and the Employer has not issued a Notice to Proceed, the Contractor shall pay delay damages until the order is delivered or the item of work completed (as appropriate) at the rate agreed in writing between the Employer and the Contractor before the order is placed or the item of work commenced. The delay damages rate shall be a genuine estimate of the loss the Employer is likely to incur as a consequence of the late delivery or late Completion of the specific order or item of work. In this clause 4.6 the expressions 'Completion' and 'Completion Date' have the same meaning as set out in the Proposed Contract Documents.

5. PRE-CONSTRUCTION FEE, WEEKLY RATE AND PAYMENT

- 5.1 The Employer shall pay the Contractor the Pre-Construction Fee. The Employer shall pay the Contractor the Weekly Rate for the period that commences on expiry of twenty (20) weeks from the start of the parties' obligations under this agreement (pursuant to clause 2.1) until the earlier of
- (a) the execution and completion of the Contract, or
 - (b) the Contractor or Employer issues a notice of termination of this agreement under clause 11.

The Weekly Rate relates to the personnel and resources deployed by the Contractor in accordance with Schedule 2, Section B during the Weekly Rate period, which is described in this clause 5.1.

- 5.2 If the Contractor has notified the Employer that it will require additional payment for Additional Services under clause 4.2 and the Employer has not cancelled its instruction to carry out those Additional Services under clause 4.2, the Employer shall pay the Contractor the sum set out in the Contractor's notice or such other sum agreed between the parties for those Additional Services. If the parties do not agree a sum, the Employer shall pay the Contractor a fair and reasonable sum taking into account any rates and prices agreed between the parties for any Additional Services and any rates and prices used to calculate the Pre-Construction Fee and the Weekly Rate. The due date for payment of any such sum shall be the next payment date, following completion of those Additional Services, for payment of a Pre-Construction Fee stage payment, as referred to in Section A of Schedule 3.
- 5.3 The Employer shall pay the Contractor for any order or item of work referred to in clause 4.3 under the payment provisions of the Proposed Contract Documents.
- 5.4 If the Employer does not pay a sum due under this agreement on or before the final date for payment the Employer shall pay interest on that sum to the Contractor as if that sum was due under the Proposed Contract Documents.

6. NOTICE TO PROCEED AND CONTRACT

- 6.1 The Employer may, by issuing a Notice to Proceed, at its sole option and discretion appoint the Contractor to perform the Works and the Contractor agrees to accept that appointment on the basis set out in this agreement. On receipt of the Notice to Proceed, the Contractor shall:
- (a) provide the Employer with any information required to prepare the engrossment of the Contract;
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- (b) execute (or procure the execution of) the Contract in a reasonable period of time (which shall fit with the Employer's programme for construction of the Works);
 - (c) return the executed Contract to the Employer;
 - (d) commence, carry out and complete the Works in accordance with the Proposed Contract Documents and, when executed and completed, the Contract; and
 - (e) comply in all respects with the Proposed Contract Documents and, when executed and completed, the Contract.
- 6.2 If the Employer issues a Notice to Proceed, the Contract will be on the terms of the Proposed Contract Documents, incorporating the contract particulars set out in Schedule 1 and incorporating the Target Cost agreed between the parties, as referred to in the Pre-Construction Services.

7. BIM

- 7.1 The BIM Protocol forms part of this agreement providing always that sub-clause 6.4 of the BIM Protocol is struck out and does not apply.
- 7.2 The Contractor shall perform the Pre-Construction Services in accordance with, and shall comply in all respects with, the BIM Protocol and the reasonable instructions of the BIM Information Manager in so far as such instructions relate to the BIM Protocol.
- 7.3 Clause 6 of the BIM Protocol applies to the use of the Material.

8. COPYRIGHT

- 8.1 Copyright and all intellectual property rights subsisting over the Documents that are vested in the Contractor will remain vested in the Contractor. The Contractor grants (or, if such a grant cannot legally take place until a later date, agrees to grant) to the Employer with effect from the date of this agreement (or in the case of Documents not yet in existence with effect from their creation) an irrevocable fully paid up royalty free non-exclusive licence to use and reproduce all Documents and the designs contained in them for any purpose whatsoever connected with the Works (including any of the Permitted Uses). Such licence will remain in full force and effect notwithstanding that all of the Pre-Construction Services have been completed or the Contractor's employment under this agreement is terminated.
- 8.2 The licence granted under clause 8.1 carries the right to grant sub-licences and is transferable to third parties. Such licence enables the Employer to copy and use the Documents for an extension of the Works, but does not
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include a licence to reproduce the designs contained in the Documents in an extension to the Works, except to the extent that such reproduction is reasonably necessary to facilitate the join of the extension to the Works or to obtain planning consent (or any other statutory approval, permission or consent) for the extension, or to make the extended Bristol Arena a reasonably harmonious whole.

8.3 The Contractor is not liable for any use by the Employer of any of the Documents for any purpose other than that for which the same were prepared by or on behalf of the Contractor.

8.4 The Employer may request copies of part, or all, of the Documents and the Contractor supplies such copies on receipt of payment for the Contractor's reasonable copying charges.

9. LIMIT OF EMPLOYER'S LIABILITIES

9.1 Unless the Employer has issued a Notice to Proceed, the Employer's liability, however that liability arises (including a liability arising by breach of contract, arising by tort, including the tort of negligence, or arising by breach of statutory duty), shall be limited to the following:

- (a) a fair and reasonable proportion of the Pre-Construction Fee, which shall be commensurate with the Pre-Construction Services performed by the Contractor to the date of issue of any notice of termination of this agreement, but which shall not in any event exceed the Contractor's cumulative entitlement to the Pre-Construction Fee at the date of issue of any notice of termination, as set out in Section A of Schedule 3;
- (b) a fair and reasonable proportion of any payment due under clause 5.1 for personnel and resources deployed by the Contractor in accordance with Schedule 2, Section B during the Weekly Rate period;
- (c) a fair and reasonable proportion of any payment due under clause 5.2 for any Additional Services;
- (d) the value of work actually executed and orders actually placed under clause 4.3, calculated in accordance with the Proposed Contract Documents providing always that the value assessed in such calculation shall include any fee for subcontracted work (calculated in accordance with clause 4.3) but shall not include the Contractor's share; and
- (e) any interest due under clause 5.4.

9.2 The parties acknowledge and agree that unless the Employer has issued a Notice to Proceed the Employer shall be under no obligation to the

Contractor other than as set out in this agreement (including being under no obligation with respect to any tender, further contract or other appointment to carry out part or all of the Project or the Works) and the Contractor shall have no claim against the Employer for:

- (a) loss of profit, loss of contract, loss of business, loss of chance or other similar loss; or
- (b) any indirect loss; or
- (c) any consequential loss.

9.3 Nothing in this clause 9 or elsewhere in this agreement shall exclude or limit either party's liability for death or personal injury caused by that party's negligence.

10. SUSPENSION

10.1 The Employer may, at any time, suspend performance of part or all of the Pre-Construction Services, any Additional Services and any order or item of work referred to in clause 4.3 by giving notice to the Contractor. Subject to clause 11.2, the Contractor shall resume performance of that part or all of the Pre-Construction Services, any Additional Services and any order or item of work referred to in clause 4.3 as soon as reasonably practicable after receiving a notice from the Employer to do so.

10.2 If the Employer does not pay a sum due under this agreement on or before the final date for payment the Contractor may suspend the performance of any or all of its obligations under this agreement as if the Employer had not paid a sum due under the Proposed Contract Documents, by giving notice as required by the Proposed Contract Documents.

10.3 In the event of a suspension under clause 10.1, subject to clause 9, the Employer shall pay the Contractor any sums due under clause 5 and such payment shall be the Contractor's sole compensation for suspension of the Pre-Construction Services, any Additional Services and any order or item of work referred to in clause 4.3.

10.4 In the event of a suspension under clause 10.2, subject to clause 9, the Employer shall pay the Contractor any sums due under clause 5 and any other sum due and not otherwise provided for in this agreement, which is required to be paid under section 112 of the Housing Grants, Construction and Regeneration Act 1996, and such payment shall be the Contractor's sole compensation for suspension of the Pre-Construction Services, any Additional Services and any order or item of work referred to in clause 4.3.

11. TERMINATION

- 11.1 The Employer may terminate this agreement at any time by giving the Contractor notice to that effect, and such termination shall be effective from the date of issue of that notice.
- 11.2 The Contractor may terminate this agreement if:
- (a) the Employer is 'Insolvent' (which for the purposes of this agreement shall mean the Employer has experienced one or more of the occurrences described in sub-clause 91.1 of the Proposed Contract Documents); or
 - (b) a suspension of all, or substantially all, of the Pre-Construction Services under clause 10.1 continues for a continuous period of six months and the Employer does not instruct the Contractor to resume such Pre-Construction Services within fourteen calendar days of receiving a notice from the Contractor requiring it to do so.

The Contractor may terminate this agreement under the conditions described in clause 11.2(a) or clause 11.2(b) by giving the Employer notice to that effect, and such termination shall be effective from the date of issue of that notice.

- 11.3 If this agreement is terminated, the parties shall co-operate to bring the Pre-Construction Services, any Additional Services and any order or item of work referred to in clause 4.3 to an orderly conclusion and to allow the parties to comply with their remaining obligations under this agreement.
- 11.4 If this agreement is terminated, subject to clause 9, the Employer shall pay the Contractor any sums due under clause 5, and that payment shall be the Contractor's sole compensation for termination.

12. INSURANCE

- 12.1 The Contractor shall maintain:
- (a) employer's liability insurance, and
 - (b) third party public and product liability insurance,
- as required by the Proposed Contract Documents.
- 12.2 Before it carries out any of the Works, the Contractor shall ensure that it maintains Contractor's "All Risks" insurance, as required by the Proposed Contract Documents.
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13. NOTICES

Any notice required under this agreement shall be sent in accordance with the requirements for notices in the Proposed Contract Documents.

14. ASSIGNMENT

- 14.1 The Contractor shall not assign his interest in, or any rights arising under, this agreement without the prior written consent of the Employer.
- 14.2 The Employer may assign charge or transfer his interests in this agreement, or any rights arising under it, at any time without the consent of the Contractor. The Employer shall notify the Contractor of any such assignment, charge or transfer. If the Employer fails to do this, the assignment shall still be valid.
- 14.3 The Contractor shall not contend that any person to whom the benefit of this agreement is assigned under this clause 14 may not recover any sum under this agreement because the person is an assignee and not a named party to this agreement.

15. DISPUTES

- 15.1 Notwithstanding any other provision of this agreement either party may refer a dispute arising under this agreement to adjudication at any time by following the dispute resolution procedure in the Proposed Contract Document (option W2).
- 15.2 The adjudicator shall be nominated in accordance with the nomination arrangements in the Proposed Contract Documents.
- 15.3 Subject to a party's right to refer a dispute to the Adjudicator at any time, each party promptly notifies the other of any matter that appears likely to give rise to a dispute or difference. On receipt of such notification, the parties shall follow the dispute resolution arrangements in the Proposed Contract Documents, which require meetings to be convened to negotiate the dispute using good faith. If the dispute cannot be resolved by direct negotiations each party gives serious consideration to any request by the other party to refer the dispute to mediation.

16. LIABILITY PERIOD

The Employer may not commence any legal action against the Contractor under this agreement after twelve years from

- (a) the date of completion of all of the Works under the Contract, or
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(b) the date of termination of this agreement under clause 11,
whichever is the earlier.

17. THIRD PARTY RIGHTS EXCLUSION

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

18. BLACKLIST

Without prejudice to any other right or remedy it may possess, the Employer may terminate this agreement with immediate effect by giving the Contractor notice to that effect if on, or after, the date of this agreement there is any finding, by a court, tribunal or other public body exercising similar functions, against the Contractor regarding the use or compilation of a Blacklist by or on behalf of the Contractor, except in situations where the finding exclusively relates to activity that took place before the date of this agreement and Contractor can demonstrate, to the Employer's reasonable satisfaction, that at and from the date of this agreement Blacklists have no longer been used or compiled by or on behalf of the Contractor.

19. TENDER COMMITMENTS

The commitments made by the Contractor in its tender for this agreement and the potential Contract, which are recorded in Schedule 7, are binding contractual undertakings.

20. ENTIRE AGREEMENT

- 20.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
 - 20.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this agreement.
 - 20.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
 - 20.4 Nothing in this clause 20 or elsewhere in this agreement shall limit or exclude either party's liability for fraud or fraudulent misrepresentation.
-

21. **GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation, including non-contractual disputes or claims, shall be governed by and construed in accordance with the law of England.

22. **JURISDICTION**

Each party irrevocably agrees that the Technology and Construction courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation, including non-contractual disputes or claims.

23. **GENERAL**

23.1 **Variations:** No variation of any provision of this agreement shall be valid unless in writing and duly executed by both parties.

23.2 **Waiver:** No waiver made or given by a party under or in connection with this agreement shall be binding or effective unless the waiver is in writing, signed by an authorised representative of the party giving such waiver, and delivered by such party to the other party. No waiver made with respect to any such right, power or remedy, in one instance will be deemed to be a waiver with respect to any other instance involving the exercise of the right, power, or remedy, or with respect to any other such right, power, or remedy.

23.3 **Severability:** If any provision of this agreement is declared invalid, unenforceable or illegal by the courts of a competent jurisdiction, such provision may be severed and such invalidity or unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of this agreement. If any such provision of this agreement is invalid, unenforceable or illegal, the parties shall, acting in good faith, promptly negotiate new provisions to eliminate such invalidity, unenforceability or illegality and to restore this agreement as near as possible to its original intent and effect.

23.4 **Cumulative remedies:** Except as otherwise set forth in this agreement, the rights, powers and remedies of each party set forth in this agreement are cumulative, and are in addition to and without prejudice to any other right, power or remedy that may be available to such party under this agreement or at law or in equity.

23.5 **Warranties and representations:** Both parties warrant and represent to each other that they have not misstated or concealed any fact which is material for this agreement, and that all the commitments are made with lawful authority.

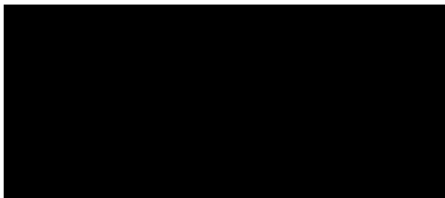
23.6 **Compliance with applicable laws:** The parties shall comply with their respective obligations under all applicable laws including, but not limited to, the Equality Act 2010, the Bribery Act 2010, the Data Protection Act 1998, the Freedom of Information Act 2000 and Health and Safety legislation.

23.7 **No fetters on exercise of local authority functions:** Nothing contained in this agreement shall restrict or control exercise of powers or functions of the Employer to act as a local authority.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**EXECUTED AS A DEED BY
BRISTOL CITY COUNCIL**

by affixing hereto the common seal of the Bristol City Council in the presence of



Print name of officer

130093

**EXECUTED AS A DEED BY
[REDACTED] AS ATTORNEY FOR
BOUYGUES (U.K.) LIMITED
UNDER A POWER OF ATTORNEY DATED**



Signature of Attorney

**AUTHORITY FOR SIGNATURE
Full Council**

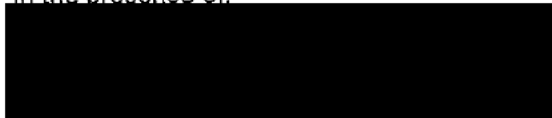
Signature of Officer

Signature of Officer

26.05.15

Initials

In the presence of:



Name of witness



Address of witness

DIRECTOR

Occupation of witness

I hereby certify that this is a true
copy of the original Document



**SOLICITOR
LEGAL SERVICES
Bristol City Council**

Schedule 1

Project Particulars

Schedule 1 Project Particulars

1. THE PROJECT

A 12,000 capacity indoor entertainment venue known as Bristol Arena together with associated ancillary infrastructure for Arena Island, which surrounds Bristol Arena.

2. PROFESSIONAL CONSULTANTS

- [REDACTED] of Bristol City Council, Brunel House, Third Floor, Saint George's Road, Bristol BS1 5UY, or such other person as may be appointed by the Employer to act as Project Manager in connection with the Contract from time to time, providing always that the Employer and the Contractor shall jointly appoint a third party professional consultant to independently decide the date of and certify Completion under the Contract (where the expression 'Completion' has the same meaning as set out in the Proposed Contract Documents) (**Employer's Project Manager**).
- [REDACTED] of Populous Limited, 14 Blades Court, Deodar Road, London, SW15 2NU, or such other person as may be appointed by the Employer to act as principal designer under the CDM Regulations (**the design team and the Principal Designer**).
- [REDACTED] of AECOM, Portwall Place, Portwall Lane, Bristol BS1 6NA or such other person as may be appointed by the Employer to act as cost consultant in connection with the Project or the Works from time to time (**Cost Consultant**).
- [REDACTED] of SC Design Limited, 110/112 Lancaster Road, New Barnet, Hertfordshire, EN4 8AL or such other person as may be appointed by the Employer to act as technical advisor in connection with the Project or the Works from time to time (**Technical Advisor**).
- [REDACTED] of Gleeds Health and Safety Limited, 1400 Bristol Parkway North, Newbrick Road, Bristol, BS34 8YU or such other person as may be appointed by the Employer to act as project safety advisor in connection with the Project or the Works from time to time (**Project Safety Advisor**).
- The person to be appointed by the Employer to act as environmental consultant in connection with the Project or the Works from time to time (**Environmental Consultant**).

3. KEY PERSONNEL

- [REDACTED] whose role is project director.
 - [REDACTED] whose role is commercial manager.
-

- [REDACTED] whose role is project manager.
- [REDACTED] whose role is procurement manager.
- [REDACTED] whose role is technical lead.
- [REDACTED] whose role is pre-construction manager.
- [REDACTED] whose role is senior lead estimator.
- [REDACTED] whose role is BIM information manager.
- [REDACTED] whose role is bid technical manager.
- [REDACTED] whose role is project planner.
- [REDACTED] whose role is community and employment lead.
- [REDACTED] whose role is sustainability champion.
- [REDACTED] whose role is pre-construction director.
- [REDACTED] whose role is mechanical and electrical manager.

4. CONTRACT PARTICULARS TO BE INCORPORATED IN THE CONTRACT

- The percentage for the main contractor's overheads and profit offered by the Contractor in its tender for the agreement and the potential Contract is [REDACTED] and such percentage shall be adopted, without further negotiation or amendment, when setting the Target Cost.

For the purposes of the remainder of this paragraph 4 the terms and expression used have the same meaning as in the Proposed Contract Documents.

- The *defects date* is 52 weeks after Completion of the whole of the works.
- The *Contractor's share percentages* and *share ranges* are:

<u>share range</u>	<u>Contractor's share percentage</u>
less than 90%	25% (twenty-five per cent)
greater than or equal to 90% but less than 100%	50% (fifty per cent)
greater than 100% but less than 110%	50% (fifty per cent)
greater than or equal to 110% but less than 120%	75% (seventy-five per cent)
greater than or equal to 120%	100% (one hundred per cent)

- Delay damages for Completion of the whole of the works are [REDACTED] per calendar day.
- The Contractor gives the Employer a parent company guarantee, a performance bond, and retention bond and an off-site materials bond. The Employer will set the amount for each of these respective bonds.
- The Contractor procures collateral warranties from Specified Sub-contractors, who are required to maintain Professional Indemnity insurance cover at prescribed levels.
- The Contractor enters into collateral warranties in favour of in favour of Network Rail Infrastructure Limited and Arena Island Limited (the operator of Bristol Arena).
- The Contractor maintains "All Risks" insurance under which the Contractor, the Employer and Arena Island Limited (the operator of Bristol Arena) are insured each for their respective rights and interests under the Contract.
- The Contractor maintains third party public and products liability insurance under which the Contractor, the Employer, Arena Island Limited (the operator of Bristol Arena) and Network Rail Infrastructure Limited are insured each for their respective rights and interests under the Contract.
- The Contractor maintains Professional Indemnity insurance with a limit of indemnity of not less than [REDACTED] in respect of any one claim and in the annual aggregate.
- The Contractor maintains insurances required to comply with all statutory requirements, including employer's liability insurance with a limit of indemnity of ten million pounds, or such greater amount as required by the applicable law.
- The Contractor's total liability to the Employer is limited to [REDACTED] other than for excluded matters (which include death, personal injury, fraud, wilful default, loss of or damage to the Employer's property, and loss of or damage to third party property).
- Contract Data part two shall (without further negotiation or amendment) include:
 - [REDACTED]
 - [REDACTED]
 - Data for Schedule of Cost Components namely
 - The percentage for Working Areas overheads is [REDACTED]
 - The percentage for manufacture and fabrication overheads is [REDACTED]

- o Data for both schedules of cost components namely



Schedule 2

Pre-construction Services



Schedule 2 Pre-Construction Services, personnel and resources

Section A: Pre-Construction Services

The Contractor performs the Pre-Construction Services described in this Schedule 2, Section A.

In this Section A:

- “**Stage One**” is stage one of the two stage procurement process for the Project,
- “**PCSA phase**” means the period described in clause 2.1,
- “**PCSA phase**” is stage two of the two stage procurement process for the Project,
- “**Construction Phase**” means the phase that begins if the Contract is executed and completed,
- the Contract is referred to as the ‘**NEC3 ECC**’,
- “**PCSA Monthly Progress Report**” is the report described in A – 1.1.4, and
- “**Pre-Construction Deliverables**” include:
 - a Construction Phase plan,
 - a drawing and information release schedule,
 - a project commercial management plan,
 - a live pre-construction and construction constraints matrix,
 - a design management plan,
 - a plant and materials procurement and expediting plan,
 - a construction traffic management plan,
 - a site environmental management plan,
 - a quality management plan, and
 - a commissioning, handover and operator training plan.

Index to Section A:

- A-1.1 General
- A-1.2 Document control and information management procedures
- A-1.3 Design review
- A-1.4 Direct and sub contract pricing and Target Cost setting
- A-1.5 The Contractor’s proposals
- A-1.6 Programme
- A-1.7 Goods and materials
- A-1.8 Preparation and planning for construction
- A-1.9 Risk registers
- A-1.10 Health and safety
- A-1.11 Part 1Pre-Construction Deliverables and part 2 target setting deliverables

A - 1.1 General

- A - 1.1.1 Advise, assist and collaborate with the Employer, the Cost Consultant, the Technical Advisor, the Project Safety Advisor and the Principal Designer (design team) in the performance of their respective duties.

- A - 1.1.2 In collaboration with the Principal Designer (design team), agree procedures and conventions for the production, review and finalisation of design drawings, CAD and BIM model outputs, construction drawings, temporary works drawings, co-ordination drawings and installation drawings.
- A - 1.1.3 Use specialist expertise and resources to carry out all necessary development work, including but not limited to, the management, programming, costing, temporary works design, procurement, constructability assessment, construction methodology development and the planning of the delivery of the Construction Phase of the Project, so as to build up a target price and develop the NEC3 ECC programme to suit the overall requirements of the Project programme. Where suitably qualified and experienced specialist expertise is not available within the Contractor's organisation it is expected the Contractor will procure this expertise via the external supply chain, as necessary.
- A - 1.1.4 On a monthly basis, prepare and submit to the Employer's Project Manager a progress report entitled 'PCSA Monthly Progress Report', which shall address all aspects of performance of the Pre-Construction Services including, but not limited to:
- a monthly pricing update;
 - a monthly sub-contract tender issue and return status;
 - a design team progress and output report;
 - a new risks and mitigation report;
 - pre-construction programme status (referring to the requirements detailed in A-1.6.4 & A-1.6.5);
 - a monthly look ahead;
 - the status of the enabling works proposals;
 - NEC3 ECC programme status; and
 - the PCSA Phase part 1 and part 2 deliverables production status.
- A - 1.1.5 Attend and participate in project meetings, design team meetings and ad hoc meetings including, but not limited to:
- weekly project management update meeting;
 - monthly progress meeting;
 - fortnightly design team meeting; and
 - fortnightly pricing meeting.
- All meetings will be held in Bristol, except for design team meetings which will be held in Bath and occasionally London.
- A - 1.1.6 Assist as required on construction related issues in discussions with the operator of the Arena (Arena Island Limited), and other third parties in connection with the funding, letting or disposal of the whole or part of the Project.
- A - 1.1.7 Provide the Employer with information and assistance in development of the insurance strategy for the Project.
- A - 1.1.8 Deliver evidence to the Employer to show prospective sub-contractors are maintaining insurances that satisfy the requirements of the NEC3 ECC.
-

- A - 1.1.9 Implement the Employer's building information modelling (BIM) requirements in accordance with this agreement and the BIM Protocol.
- A - 1.1.10 Advise on any practical issues arising out of the implementation of the BIM Protocol in the design or the Construction Phase of the Project.
- A - 1.1.11 Receive, review, inspect and audit the Principal Designer's (the design team's) building information model (BIM) to confirm contractual, procedural and best practice adherence. Report findings to the Employer.
- A - 1.2 Document control and information management procedures
- A - 1.2.1 Implement and manage a document control and storage system to enable the controlled distribution of documentation for the Project including, but not limited to,:
- documents;
 - drawings;
 - schedules;
 - electronic files;
 - written communication;
 - minutes;
 - reports; and
 - any other relevant Project information.
- A - 1.2.2 The scope of document control and storage system shall include management of all information communicated between:
- the Contractor and the Employer;
 - the Contractor and the Cost Consultant;
 - the Contractor and the Technical Advisor;
 - the Contractor and the Project Safety Advisor;
 - the Contractor and the operator of the Arena (Arena Island Limited);
 - the Contractor and the Principal Designer (design team), and
 - all other relevant communications transmitted during the PCSA Phase in connection with the Project by the Contractor, specifically communications with other designers, project services organisations, suppliers, sub-contractors, manufacturers and consultants.
- A - 1.2.3 It is intended that this document control and storage system will continue to be used during the Construction Phase. The selected document control and storage system shall have the capacity, functionality and capability to be used throughout the Construction Phase.
- A - 1.2.4 The document control and storage system shall enable secure web based access by the Employer and his nominated personnel via standard commonly used internet browsers, and the data contained within must be instantaneously backed up to a minimum of two off site secure servers based at geographically separate locations.
-

A - 1.2.5 When the Target Cost is agreed, or when this agreement is terminated, all Project information contained within the document control and storage system shall be copied onto two portable hard drives of sufficient capacity and passed to the Employer.

A - 1.2.6 Agree procedures with the Employer, the Cost Consultant and the Principal Designer (design team) for administration of the Project, including arrangements for:

- change control (which are consistent with the BIM Protocol);
- cost reporting and control;
- programme management;
- distribution of day-to-day correspondence;
- the distribution of design data and other data;
- the maintenance of a drawings register;
- quality control procedures; and
- valuation procedures and similar matters.

Such procedures will apply to the PCSA phase and the Construction Phase.

A - 1.3 Design review

A - 1.3.1 Review the planning consent received for the Project. Advise on any planning conditions that are likely to impact upon development of the design.

A - 1.3.2 Maintain a thorough understanding of all the elements of the Project that might influence or impact upon the development of the Pre-Construction Deliverables, the target setting and the NEC3 ECC programme. In this respect carry out a comprehensive design review of the current proposed design of the Project, and any revised or further design prepared from time to time during the PCSA Phase. The documents describing the design of the Project at the date of this agreement are listed in the document register set out in Schedule 9.

A - 1.3.3 Conduct a comprehensive design review. As part of the value engineering process, interrogate all relevant aspects of the design to identify potential capital and life cycle cost savings and efficiencies in procurement and constructability which do not impact upon the Employer's requirements for quality, or facility requirements required by the operator of the Arena (Arena Island Limited). With reference to A - 1.3.4, advise on opportunities for incorporating time saving methods and sequences of construction, which are consistent with the Employer's requirement to maximise durability, quality, and ease and economy of maintenance of the Project.

A - 1.3.4 Submit to the Employer, for acceptance, value engineering proposals for design changes that would, on implementation, provide the Employer with one or more of the following benefits:

- a reduction in construction or lifecycle costs, or
 - completion of the Project would be achieved before the proposed completion date, or
 - the Employer's requirements or expectations would be exceeded.
-

Submissions for value engineering proposals shall include:

- a narrative describing the rationale for the proposals;
- confirmation that any proposed design change complies with applicable law and all relevant British and European Union Standards and codes of practice;
- details of how the proposals deviate from the design;
- an assessment of the benefit the Employer would obtain by implementing the proposals, including an estimate of the effect the proposals would have on the total cost of constructing the Project, or the NEC3 ECC programme, or both.

At the Employer's request provide, further details or clarifications in relation to any parts of the proposals submitted.

- A - 1.3.5 With specific reference to the general requirements set out in clause A - 1.1.3, undertake a challenge and review process specifically addressing risks and lessons learned associated with the M&E design, installation and commissioning process for the Project. This process should draw on the expertise of specialist sub-contractors expected to tender for this work.
- A - 1.3.6 If the Contract is executed and completed, the Contractor will be liable for the whole of the design. Identify deficiencies in design information and notify the Employer's Project Manager of any mistakes or inconsistencies found. Assist the Employer and the Principal Designer (design team) to correct any mistakes or inconsistencies found.
- A - 1.3.7 The target BREEAM rating for the part of the Project known as Bristol Arena is excellent. Review the target rating together with the strategy for achieving the points required to achieve such rating. Advise on the efficiency and practicality of the strategy. Incorporate and consider the target BREEAM rating requirements as part of the value engineering process and the process of agreeing the Target Cost so that best value can be obtained when delivering the BREEAM rating. Ensure the agreed BREEAM rating strategy and approach is followed and incorporated in all sub-contracts, as necessary.
- A - 1.3.8 Advise on the potential impact of the construction works for the Project on neighbouring occupiers, statutory service providers and users of nearby highways. Plan the execution of the Project in such a way as to minimise disruption, prevent nuisance and prevent damage.
- A - 1.3.9 Advise on the maximisation of the benefits and risks of off-site fabrication.
- A - 1.3.10 Make suggestions for appropriate materials, products, building systems and proprietary goods for incorporation in the Project works.
- A - 1.3.11 Advise on the requirement for temporary works and a programme for design, approvals and implementation of such works.
- A - 1.3.12 Advise on the need for specialist contractor or supplier input, particularly in relation to the design process.
-

- A – 1.3.13 Review all findings, recommendations, specifications, proposals and other information prepared, or issued, by the design team and the Environmental Consultant relating to the enabling works and site remediation works. When conducting such review pay particular regard to the risk mitigation measures for dealing with the historical contamination, which is present at the site of the Project, from having an effect on the River Avon, which adjoins the site. Report the findings of such review at the weekly project management update meeting and in the PCSA Monthly Progress Report.
- A – 1.3.14 Working with the design team, the Environmental Consultant, the Technical Advisor and the Employer's Project Manager, make suggestions for the procurement, specification, programming and management of any enabling works and/or site remediation works.
- A - 1.4 Direct and sub contract pricing and Target Cost setting
- A - 1.4.1 Advise and liaise with the Employer's Project Manager and Cost Consultant on how to divide up the whole of the construction works for the Project into appropriate work or sub-contract packages.
- A - 1.4.2 When the Contractor considers that the design is developed in sufficient detail to procure meaningful tenders, they shall issue tender enquiries to a list of no less than three contractors/suppliers (per work package) who have been approved by the Employer's Project Manager.
- A - 1.4.3 Prepare work packages and sub-contract package scope sheets, which shall identify the work content for each package in sufficient detail for the package to be issued for tender pricing purposes. This activity shall be done in full collaboration with the Employer's Project Manager and Cost Consultant.
- A - 1.4.4 Produce pricing schedules for inclusion within the sub-contract tender package. The Cost Consultant should be given adequate time to review the pricing schedules before they are issued.
- A - 1.4.5 All tender packages, pricing schedules, sub-contract forms, specifications, design packs and price enquiries, together with the resulting tender returns, shall be copied (using a standard electronic format) to the Employer's Project Manager and Cost Consultant at the same time that such documents are issued/received.
- A - 1.4.6 Organise mid and post tender interviews with sub-contractors as necessary. The Employer's Project Manager and Cost Consultant shall be invited to attend such interviews.
- A - 1.4.7 Arrange all necessary printing, verification, checking and photocopying of the tender documents including delivery/collection, binding and filing.
-

- A - 1.4.8 On receipt of the sub-contract tenders, the Contractor shall record the tender openings, analyse, clarify and (in consultation with the designers, project and cost managers) adjust the tenders where necessary. The Contractor shall provide a written report to the Employer's Project Manager recommending the preferred tender and any adjustments to be made to the Target Cost. Such report shall provide a full explanation for the tender recommendation and shall record any sub-contractor post tender clarifications and amendments.
- A - 1.4.9 Liaise with the Employer's Project Manager regarding the tender recommendation and respond to any queries arising.
- A - 1.4.10 Unless the Employer expressly directs (under clause 4.3) sub-contract orders shall not be placed until the Target Cost is agreed and finalised. Sub-contract tenders should be kept open, and capable of acceptance, for a minimum period of ninety (90) calendar days. Such period is required to accommodate the Target Cost setting process.
- A - 1.4.11 In conjunction with the Principal Designer (design team), agree the role to be played by the supply chain in the deployment of the building information model (BIM). Ensure that all prospective sub-contractors, who would be required to comply with the requirements of BIM Protocol, are aware of and possess the competency to meet such requirements.
- A - 1.4.12 Assist with the development of sub-programmes for design development in relation to specific works packages. Monitor progress against such programmes.
- A - 1.4.13 When required, prepare for placing of sub-contracts in consultation with the Employer's Project Manager and Cost Consultant. Sub-Contracts shall not be placed without the express written authorisation of the Employer's Project Manager.
- A - 1.4.14 Keep the Project cost plan under continuous review. Advise as to measures to be taken, if necessary, to keep Project cost within the Employer's Project budget.
- A - 1.4.15 Deliver a Target Cost for the Project works to the Employer, which shall be presented in the form of an activity schedule (the format of which shall be agreed with the Employer's Project Manager). Such activity schedule shall clearly identify individual sub-contract packages, material procurement packages and off-site fabrication packages. When formulating the Target Cost the Contractor shall comply fully with the pricing, programming and other relevant requirements set out in the NEC3 ECC.
- A - 1.4.16 Within two weeks of receipt of a request, submit to the Cost Consultant a schedule of revised preliminaries costs (based on the costs provided during Stage One), qualified as necessary, to allow the cost plan to be informed of the Contractor's anticipated preliminaries costs. The Contractor shall keep the Cost Consultant informed of any changes to the level of preliminaries costs, both at principal Contractor and at sub-contractor level to avoid the possibility of major deviation at final compilation of the Target Cost.
-

- A - 1.4.17 Prepare a quantified and priced risk allowance log for items of risk not accounted for within the prices, which the Contractor considers are necessary within the Target Cost. Agree such risk allowance log with the Employer's Project Manager, and update the risk allowance log as necessary. The risk allowance log shall be compiled within seven calendar days of receipt of a request from the Employer's Project Manager and shall identify those risks that are identified in the Contract as Employer's risks and those which are shared between the Employer and the Contractor. Pricing of the risks identified on the risk allowance log shall be agreed with the Cost Consultant.
- A - 1.4.18 The direct works costs, sub-contract works costs, fee percentages, preliminaries, profit, overheads, insurances and risk allowances shall be compiled to produce the activity schedule and formulate the Target Cost in agreement with the Cost Consultant and within the timescales set by the Employer's Project Manager.
- A - 1.4.19 All pricing shall be in accordance with the NEC3 ECC schedule of cost components. Hidden discounts or rebates (incl. tax) from sub-contractors and suppliers are prohibited in the formulation of the Target Cost unless otherwise agreed by the Employer's Project Manager.
- A - 1.4.20 Once the works packages have been returned and reviewed in conjunction with the Cost Consultant, a minimum of eighty five per cent (85%) package certainty will be required prior to the agreement of the Target Cost.
- A - 1.4.21 The rates tendered by the Contractor shall include for all costs incurred in relation to liaising with and co-ordinating other contractors, whose works interface with the Project.
- A - 1.4.22 Two weeks before the agreed date for finalising and setting the Target Cost, submit a proposed monthly resource allocation and programme for the forthcoming month to the Employer's Project Manager for acceptance. The proposed resource allocation and programme shall record the activities that remain outstanding and the resources required to complete them to enable the Target Cost to be developed, finalised and set. On a monthly basis from the date of such submission, the Contractor shall continue to update and submit a revised monthly resource allocation and programme for acceptance until the end of the PCSA Phase.
- A - 1.5 The Contractor's proposals
- A - 1.5.1 To ensure continuity of project design and pre-construction preparation, identify any elements of the Project works that may be carried out by the Contractor prior to execution of the Contract. Manage the design process for such elements, and the integration of such elements into the design of the whole Project.
- A - 1.5.2 Prepare the Contractor's works information for inclusion in the Contract.
-

A - 1.5.3 In conjunction with A - 1.8.8, prepare Contractor's proposals for the enabling works, which are to be carried out at the site of the Project prior to the execution of the NEC3 ECC, and deliver such proposals to the Employer's Project Manager. Such proposals should clearly demonstrate the benefits they offer in respect of project risk mitigation, time savings and cost savings, as appropriate. The PCSA Monthly Progress Report shall report on the status of the enabling works proposals.

A - 1.6 Programme

A - 1.6.1 In conjunction with the Employer's Project Manager and Cost Consultant develop the NEC3 ECC programme for delivering the whole of the works for the Project. The NEC3 ECC programme shall:

- be developed in accordance with the programme requirements set out in the NEC3 ECC Works Information;
- satisfy the requirements set out in clause 31.2 of the NEC3 ECC;
- provide a detailed earned value baseline to enable earned value analyses to be undertaken throughout the duration of the Project; and
- identify critical paths and allow for critical path analysis.

A - 1.6.2 Within two weeks of commencement of the Pre-Construction Services, develop a pre-construction programme that shows:

- all design team activities;
- key dates;
- deliverables;
- the Contractor's pre-construction activities and deliverables (including pricing deliverables, sub-contractor package production, issue and return dates);
- linkages to the Construction Phase programme, including design, procurement activities, statutory approvals, permissions, consents and constraints imposed by others; and
- significant Project dates (including, but not limited to, planning application dates and such other dates and activities that may impact upon the completion of the Pre-Construction Services and the commencement of the construction works for the Project).

The pre-construction programme shall be developed to sufficient detail, including supporting network analysis, to enable all pre-construction design and procurement activities to be properly controlled and managed.

A - 1.6.3 In conjunction with the Employer's Project Manager, develop a drawing and information release schedule, which will set out dates for the release of information from the Principal Designer (design team) for procurement and construction purposes.

A - 1.6.4 Maintain and regularly update the pre-construction programme. Report to the Employer's Project Manager on a monthly basis on critical path analysis, progress on a percentage complete basis, and programme risk items. Give an early warning to the Employer's Project Manager of pre-construction programme slippage or vulnerability.

- A - 1.6.5 If a delay, change, risk or event occurs that leads to a change in the pre-construction programme, the Contractor shall develop programme options for mitigating any potential delay in conjunction with the Employer's Project Manager and Cost Consultant.
- A - 1.7 Goods and materials
- A - 1.7.1 Make recommendations for the advance ordering of goods and materials. Advise on procurement, quality management and expediting strategies for the production of any goods or materials ordered in advance. Such advice shall take the form of a written procedure and plan.
- A - 1.8 Preparation and planning for construction
- A - 1.8.1 In conjunction with the Principal Designer (design team) and sub-contractors, develop and keep under review a draft Construction Phase plan and related documentation, including key method statements and risk assessments for construction of the Project works.
- A - 1.8.2 Liaise with all adjacent land owners (including but not limited to Network Rail), occupiers, authorities and statutory undertakers to secure all necessary permissions, consents, licenses, authorities and similar to allow the commencement of permanent and temporary Project works. Keep the Employer's Project Manager informed of progress made. Provide the Employer's Project Manager with copies of all permissions, consents and licences obtained.
- A - 1.8.3 On behalf of the Employer, and in cooperation with the Principal Designer (design team), secure from Network Rail the required permissions for temporary and permanent Project works. The Framework Asset Protection Agreement which is in place, or is to be put in place, between the Employer and Network Rail Infrastructure Limited provides details of the required permissions.
- A - 1.8.4 Advise on the necessity of crane oversailing licences.
- A - 1.8.5 Develop a live pre-construction and construction constraints matrix that identifies lead times, responsibilities and actions for programme critical consents, permissions and other external controls.
- A - 1.8.6 Develop the Construction Phase plan, which shall include the construction phase traffic management plan. The plan shall include detailed proposals for:
- phasing of the Project works;
 - means of access to the site during construction;
 - vehicle parking facilities;
 - loading and unloading areas for materials;
 - site compounds;
 - vehicle turning facilities;
 - temporary warning, direction signs and traffic management;
 - surface treatment; and
 - surface water drainage and similar matters relating to working arrangements during the Construction Phase.
-

- A - 1.8.7 Advise on any adverse effects that the Employer's obligations under the following third party agreements may have on the Project (including the programming of the Project):
- Agreement for Lease between the Employer and the operator of the Arena (Arena Island Limited); and
 - Framework Asset Protection Agreement between the Employer and Network Rail Infrastructure Limited.
- A - 1.8.8 Advise on any potential enabling works, and/or site remediation works, that could be carried out at the site of the Project prior to the execution of the NEC3 ECC and thereby enable early commencement of the main construction works. Potential enabling works may include (but not be limited to) items that could be carried out early to mitigate programme management pressures, or they may include critical path items such as making preparations for site access, site set up or piling. Prepare proposals for the potential enabling works and deliver them to the Employer's Project Manager.
- A - 1.9 Risk Registers
- A - 1.9.1 In conjunction with the Employer's Project Manager, the Project Safety Advisor and the Principal Designer (design team), formulate approaches to the management of project, health and safety, procedural and financial risks. Advise on the avoidance and/or mitigation of the risks that are identified. In conjunction with the Employer's Project Manager, keep the Employer's project risk register and CDM risk register under regular review. Attend Employer's risk workshops, as requested.
- A - 1.9.2 Develop a schedule of Contractor's risks to be included as the Contractor's contribution to the NEC3 ECC risk register.
- A - 1.9.3 Assist the Employer's Project Manager with identification and mitigation of the Employer's risks under NEC3 ECC.
- A - 1.10 Health and safety
- A - 1.10.1 During the PCSA Phase, the Contractor shall be the principal contractor under the CDM Regulations 2015 in respect of the Project works, and shall perform all the functions and obligations required to be performed by the principal contractor under the CDM Regulations 2015.
- A - 1.11 Part 1 Pre-Construction Deliverables and part 2 target setting deliverables
- A - 1.11.1 Submit to the Employer's Project Manager draft versions of all part 1 Pre-Construction Deliverables for acceptance. Such submissions will be marked "*Draft for review and comment*". The Contractor shall revise the draft versions to take due account of the Employer's Project Manager's comments. The Contractor shall submit revised draft versions to the Employer's Project Manager for acceptance. This re-submission process shall be repeated until the Employer's Project Manager communicates his acceptance, which will not be unreasonably withheld.
-

A - 1.11.2 Within eight (8) weeks of commencement of the PCSA Phase, deliver to the Employer's Project Manager part 1 Pre-Construction Deliverables as follows:

- a Construction Phase plan;
- a drawing and information release schedule;
- a project commercial management plan which shall include a sub-contracting strategy;
- a live pre-construction and construction constraints matrix which shall identify lead times and actions for programme critical consents, permissions and other external controls;
- a design management plan;
- a plant and materials procurement and expediting plan;
- a construction traffic management plan;
- a site environmental management plan (which shall include waste management);
- a quality management plan (which shall include a draft inspection and testing plan); and
- a commissioning, handover and operator training plan.

The Employer's Works Information (which is included in the Proposed Contract Documents) includes information on the Employer's requirements for the part 1 Pre-Construction Deliverables. The Contractor shall use his expertise and experience to prepare Pre-Construction Deliverables that will contribute to the efficient, safe and successful execution of the Project works and the Construction Phase.

A - 1.11.3 Within twenty (20) weeks of commencement of the PCSA Phase, deliver to the Employer's Project Manager part 2 target setting deliverables as follows:

- an activity schedule confirming the Target Cost;
- the Construction Phase NEC3 ECC programme;
- the Contractor's contribution to the NEC3 ECC risk register; and
- the Contractor's works information for inclusion in the NEC3 ECC.

Preparation of the part 2 target setting deliverables shall commence at the beginning of the PCSA Phase. For the avoidance of doubt, preparation of the part 1 Pre-Construction Deliverables and the part 2 target setting deliverables shall take place concurrently.

Section B: Personnel and resources

The Contractor shall deploy, as a minimum, the personnel and resources described in this Schedule 2, Section B.

In this Section B:

- **"PCSA phase"** means the period described in clause 2.1,
- **"PCSA phase"** is stage two of the two stage procurement process for the Project, and
- **"Construction Phase"** means the phase that begins if the Contract is executed and completed.

B - 2.1.1 Establish a temporary project office, the location of which shall be agreed with the Employer's Project Manager. The project office shall be located within walking distance of the site of the Project, and the walking duration shall not exceed ten minutes. The temporary project office shall be of sufficient size to accommodate the Contractor's site based project management team together with at least four individuals from the Employer's project team. The Employer's requirements for the project office are set out in Schedule 8 (project office specification).

The project office shall be established for the duration of the PCSA phase. The duration shall be a minimum of twenty weeks, with a provision to extend on a month by month basis.

B - 2.1.2 Allocate and deploy a site based Contractor's project management team which shall comprise, as a minimum, a:

- project manager,
- commercial manager,
- project planner
- and document controller.

Such personnel shall be deployed in the performance of the Pre-Construction Services for the entire duration of the PCSA phase.

B - 2.1.3 The temporary project office shall be fully equipped to support the delivery of the Pre-Construction Services. The temporary project office shall serve as a base for the Contractor prior to establishment of an office for the Construction Phase. All costs associated with the temporary project office including, but not limited to, rent, deposits, fees, utilities, fuel, services, data coms./broadband, telephone lines, office equipment, furniture, servicing, cleaning, maintenance, insurance and exit costs shall be borne by the Contractor.

B - 2.1.4 For the avoidance of doubt, the costs of providing the personnel and resources described in this Schedule 2, Section B are deemed to be included in the Pre-Construction Fee and/or the Weekly Rate.

Schedule 3

Payments



Schedule 3 Payments

Section A: Pre-Construction Fee and Weekly Rate

In this Section A "PCSA phase" means the period described in clause 2.1.

The Pre-Construction Fee shall be the fixed sum of [REDACTED]

The Pre-Construction Fee shall be paid in stage payments. The stage payments and due dates are set out in the following table.



















Item	Stage / activity	Schedule 2 reference	Stage payment (GBP Pounds Sterling)	Due date for stage payment	
				The stage payment is due on completion of the activity	The stage payment is due on completion of the activity providing that the earliest such due date may occur is on expiry of week 8 of the PCSA phase
1a	Establish and maintain temporary project office (this stage is complete on expiry of week 4 of the PCSA phase)	Section B	██████	██████	Not applicable
1b	Establish and maintain temporary project office (this stage is complete on expiry of week 8 of the PCSA phase)	Section B	██████	██████	Not applicable
1c	Establish and maintain temporary project office (this stage is complete on expiry of week 12 of the PCSA phase)	Section B	██████	Not applicable	██████

1d	Establish and maintain temporary project office (this stage is complete on expiry of week 16 of the PCSA phase)	Section B	██████	Not applicable	██████
1e	Establish and maintain temporary project office (this stage is complete on expiry of week 20 of the PCSA phase)	Section B	██████	Not applicable	██████
2a	Electronic document control and storage system (this stage is complete on expiry of week 4 of the PCSA phase)	A-1.2.1	██████	██████	Not applicable
2b	Electronic document control and storage system (this stage is complete on expiry of week 8 of the PCSA phase)	A-1.2.1	██████	██████	Not applicable
2c	Electronic document control and storage system (this stage is complete on expiry of week 12 of the PCSA phase)	A-1.2.1	██████	Not applicable	██████

2d	Electronic document control and storage system (this stage is complete on expiry of week 16 of the PCSA phase)	A-1.2.1	██████	Not applicable	██████
2e	Electronic document control and storage system (this stage is complete on expiry of week 20 of the PCSA phase)	A-1.2.1	██████	Not applicable	██████
3a	BIM review report issued	A-1.1.11	██████	██████	Not applicable
3b	BIM review report accepted by the Employer	A-1.1.11	██████	██████	Not applicable
4a	Design review report issued	A-1.3.3	██████	██████	Not applicable
4b	Design review report accepted by the Employer	A-1.3.3	██████	Not applicable	██████
5a	Cost plan review report issued	A-1.4.14	██████	██████	Not applicable
5b	Cost plan review report accepted by the Employer	A-1.4.14	██████	██████	Not applicable
6a	Planning consent review report issued	A-1.3.1	██████	██████	Not applicable
6b	Planning consent review accepted by the Employer	A-1.3.1	██████	██████	Not applicable
7a	M&E challenge and review report issued	A-1.3.5	██████	██████	Not applicable

7b	M&E challenge and review accepted by the Employer	A-1.3.5	████	████	Not applicable
8a	BREEAM target rating review report issued	A-1.3.7	████	████	Not applicable
8b	BREEAM target rating review report accepted by the Employer	A-1.3.7	████	████	Not applicable
9a	Temporary works review and recommendation report issued	A-1.3.11	████	Not applicable	████
9b	Temporary works review and recommendation accepted by the Employer	A-1.3.11	████	Not applicable	████
10a	Enabling and site remediation works review report issued	A-1.3.13	████	████	Not applicable
10b	Enabling and site remediation works review report accepted by the Employer	A-1.3.13	████	████	Not applicable
11a	Tender enquiries issued (this stage is complete on expiry of week 4 of the PCSA phase)	A-1.4.2	████	████	Not applicable
11b	Tender enquiries issued (this stage is complete on expiry of week 8 of the PCSA phase)	A-1.4.2	████	████	Not applicable

11c	Tender enquiries issued (this stage is complete on expiry of week 12 of the PCSA phase)	A-1.4.2	██████	Not applicable	██████
11d	Tender enquiries issued (this stage is complete on expiry of week 16 of the PCSA phase)	A-1.4.2	██████	Not applicable	██████
11e	Tender enquiries issued (this stage is complete on expiry of week 20 of the PCSA phase)	A-1.4.2	██████	Not applicable	██████
12a	Target Cost activity schedule delivered	A-1.4.15 / A-1.11.3	██████	██████	Not applicable
12b	Target Cost activity schedule accepted by the Employer	A-1.4.15 / A-1.11.3	██████	Not applicable	██████
13a	Risk allowance log issued	A-1.4.17	██████	██████	Not applicable
13b	Risk allowance log accepted by the Employer	A-1.4.17	██████	Not applicable	██████
14	Contractor's works information issued	A-1.5.2 / A-1.11.3	██████	Not applicable	██████
15a	NEC3 ECC programme issued	A-1.6.1 / A-1.11.3	██████	██████	Not applicable
15b	NEC3 ECC programme accepted by the Employer	A-1.6.1 / A-1.11.3	██████	Not applicable	██████
16a	Pre-construction programme issued	A-1.6.2	██████	██████	Not applicable

16b	Pre-construction programme accepted by the Employer	A-1.6.2			Not applicable
17a	Drawing and information release schedule issued	A-1.6.3 / A-1.11.2			Not applicable
17b	Drawing and information release schedule accepted by the Employer	A-1.6.3 / A-1.11.2			Not applicable
18a	Construction phase plan issued	A-1.8.6 / A-1.11.2			Not applicable
18b	Construction phase plan accepted by the Employer	A-1.8.6 / A-1.11.2			Not applicable
19a	Project commercial management plan issued	A-1.11.2			Not applicable
19b	Project commercial management plan accepted by the Employer	A-1.11.2			Not applicable
20a	Design management plan issued	A-1.11.2			Not applicable
20b	Design management plan accepted by the Employer	A-1.11.2			Not applicable

21a	Procurement, quality management and expediting strategies for production of goods and materials procedure/plan issued	A-1.7.1 / A-1.11.2	██████	██████	Not applicable
21b	Procurement, quality management and expediting strategies for production of goods and materials procedure/plan accepted by the Employer	A-1.7.1 / A-1.11.2	██████	██████	Not applicable
22a	Pre-construction and construction constraints matrix issued	A-1.8.5 / A-1.11.2	██████	██████	Not applicable
22b	Pre-construction and construction constraints matrix accepted by the Employer	A-1.8.5 / A-1.11.2	██████	██████	Not applicable
23a	Third party agreements report issued	A-1.8.7	██████	██████	Not applicable
23b	Third party agreements report accepted by the Employer	A-1.8.7	██████	Not applicable	██████
24a	Site environmental management plan issued	A-1.11.2	██████	██████	Not applicable

24b	Site environmental management plan accepted by the Employer	A-1.11.2			Not applicable
25a	Quality management plan issued	A-1.11.2			Not applicable
25b	Quality management plan accepted by the Employer	A-1.11.2			Not applicable
26a	Commissioning, handover and operator training plan issued	A-1.11.2			Not applicable
26b	Commissioning, handover and operator training plan accepted by the Employer	A-1.11.2			Not applicable
27	Delivery of all of the part 1 Pre-Construction Deliverables identified in A-1.11.2	A-1.11.2			Not applicable
28	Delivery of all of the part 2 target setting deliverables identified in A-1.11.3	A-1.11.3		Not applicable	
29a	Construction traffic management plan issued	A-1.11.2			Not applicable
29b	Construction traffic management plan accepted by Employer	A-1.11.2			Not applicable

30	Contractor's contribution to the NEC3 ECC Risk Register	A-1.9.2 / A-1.11.3		Not applicable	
	Pre-Construction Fee		Total	Sub-total	Sub-total

The Weekly Rate shall be the sum of
 per week.

Payments for the Weekly Rate period (described in clause 5.1) shall be monthly payments. The first stage payment is due one month after commencement of the Weekly Rate period.

The Pre-Construction Fee, and the payment for the Weekly Rate period, shall be paid in accordance with the payment terms set out in Section B of this Schedule 3. Payment of the Pre-Construction Fee and payment for the Weekly Rate period shall be made to the Contractor's designated bank account as follows:



Section B: Payment terms of this agreement

1. THIS AGREEMENT AND THE PROPOSED CONTRACT DOCUMENTS

The payment terms in this Section B of Schedule 3 apply to payments under this agreement, except where a payment under this agreement is required to be made under the Proposed Contract Documents, in which case the Proposed Contract Documents apply.

2. VAT

The Employer shall pay the Contractor any Value Added Tax (VAT) properly chargeable on a sum due under this agreement. Any sum expressed as payable under this agreement is exclusive of VAT unless stated otherwise.

3. FINAL DATE FOR PAYMENT

The final date for payment shall be 30 calendar days from the due date for payment.

4. **PAYMENT NOTICE**

Not later than five calendar days after the due date for payment, the Employer shall give a notice to the Contractor specifying the sum it proposes paying, to what that sum relates, and the basis on which that sum has been calculated (a **payment notice**).

5. **CONTRACTOR'S DEFAULT NOTICE**

If the Employer has not given notice under paragraph 0, the Contractor may give notice to the Employer specifying the sum the Contractor considers to be or have been due at the payment due date in respect of the payment and the basis on which that sum is calculated (a **payment notice**).

6. **NOTIFIED SUM**

In this Section B of Schedule 3, **notified sum** means:

- (a) the sum referred to in a payment notice given under paragraph 0, or, if such notice is not given;
- (b) the sum referred to in a payment notice given under paragraph 5.

7. **PAY LESS NOTICE**

Not later than seven calendar days before the final date for payment, the Employer may give a notice to the Contractor specifying its intention to pay less than the notified sum. If given, such notice shall specify the sum that the Employer considers to be due on the date the notice is served and the basis on which that sum is calculated (a **pay less notice**).

8. **EMPLOYER TO PAY ON OR BEFORE FINAL DATE FOR PAYMENT**

Subject to paragraph 7, the Employer shall pay the notified sum on or before the final date for payment.

Schedule 4

Notice to Proceed



Schedule 4 Notice to Proceed

[TO BE TYPED ON THE EMPLOYER'S HEADED PAPER]

To:

[NAME OF CONTRACTOR]
[ADDRESS]

[DATE]
[EMPLOYER'S REFERENCE]

Dear Sirs,

**The development of Bristol Arena and associated ancillary infrastructure for
Arena Island**

Notice to Proceed

We refer to the pre-construction services agreement entered into between us on []
(the **Pre-Construction Services Agreement**).

In accordance with clause 6 of the Pre-Construction Services Agreement, we hereby
give you Notice to Proceed with the Works (as defined in clause 1.1 of the Pre-
Construction Services Agreement) in accordance with the Proposed Contract
Documents.

The engrossment of the Contract is being prepared and will be issued to you shortly
for execution.

Yours faithfully

.....
Signature of duly authorised officer
on behalf of Bristol City Council

Schedule 5

Proposed Contract Documents

PRE-CONSTRUCTION SERVICES AGREEMENT

For the development of Bristol Arena and associated ancillary infrastructure for Arena Island



Schedule 5 Proposed Contract Documents

The Proposed Contract Documents are set out this Schedule 5, except for the documents identified in paragraphs (2) and (7). The document identified in paragraph (2) is published by Thomas Telford Limited. The document identified in paragraph (7) is set out in Schedule 6.

The Proposed Contract Documents comprise the following documents.

- (1) The form of Agreement.
 - (2) The NEC3 Engineering and Construction Contract April 2013 edition incorporating
 - o main option C (target contract with activity schedule),
 - o dispute resolution option W2,
 - o secondary option X2 (changes in the law),
 - o secondary option X4 (parent company guarantee),
 - o secondary option X7 (delay damages),
 - o secondary option X13 (performance bond),
 - o secondary option X16 (retention),
 - o secondary option X18 (limitation of liability),
 - o secondary option Y(UK)2 (The Housing Grants, Construction and Regeneration Act 1996), and
 - o secondary option Y(UK) 3 (The Contract (Rights of Third Parties) Act 1999).
 - (3) CONTRACT DATA part one, which includes additional conditions of contract numbered Z1 to Z46 inclusive.
 - (4) CONTRACT DATA part two.
 - (5) The Works Information.
 - (6) The Site Information.
 - (7) The BIM Protocol.
-

Schedule 5, Part 1

The Form of Agreement

PRE-CONSTRUCTION SERVICES AGREEMENT

For the development of Bristol Arena and associated ancillary infrastructure for Arena Island



FORM OF AGREEMENT



NEC3 ENGINEERING AND CONSTRUCTION CONTRACT

for

**the design and construction of
Bristol Arena
and
associated ancillary infrastructure for Arena Island**

[date]

Agreement between

(1) Bristol City Council

and

(2) []

DEED OF AGREEMENT

THIS AGREEMENT made theday of201

BETWEEN

(1) **BRISTOL CITY COUNCIL** whose principal place of business is at City Hall, College Green, Bristol BS1 5TR (such expression to include statutory successors and its assigns) ("**the Employer**"), and

(2) [], whose registered office is [] and whose registered company number is [] ("**the Contractor**").

RECITALS

- A The *Employer* and the *Contractor* entered into a pre-construction services agreement dated [] for the provision pre-construction services relating to the design and construction of Bristol Arena, and the design and construction of associated ancillary infrastructure for Arena Island.
- B The *Contractor* has performed the pre-construction services.
- C During the performance of the pre-construction services the *Employer* and the *Contractor* reached agreement on a target cost for the design and construction works.
- D The *Contractor* has agreed to Provide the Works at the Site in accordance with the Works Information.

OPERATIVE PROVISIONS:

1 Definitions and interpretation

In this Agreement (including the Recitals) words and expressions have the meanings given to them in the Conditions referred to in clause 2.

2 Contract Documents

2.1 The following documents are deemed to form part of this Agreement, and are to be construed accordingly:

2.1.1 the NEC3 Engineering and Construction Contract April 2013 edition incorporating

2.1.1.1 Main Option C: Target contract with activity schedule,

2.1.1.2 Dispute resolution Option W2,

2.1.1.3 Secondary Option X2 – Changes in the law,

2.1.1.4 Secondary Option X4 – Parent company guarantee,

- 2.1.1.5 Secondary Option X7 – Delay damages,
- 2.1.1.6 Secondary Option X13 – Performance bond,
- 2.1.1.7 Secondary Option X16 – Retention,
- 2.1.1.8 Secondary Option X18 – Limitation of liability,
- 2.1.1.9 Secondary Option Y(UK)2 – The Housing Grants, Construction and Regeneration Act 1996, and
- 2.1.1.10 Secondary Option Y(UK) 3 – The Contract (Rights of Third Parties) Act 1999)

all as amended or supplemented by the additional conditions of contract numbered Z1 to Z46 inclusive;

- 2.1.2 the Contract Data parts one and two and the documents referred to in such data;
- 2.1.3 all Works Information and Site information including volumes []; and
- 2.1.4 the BIM Protocol.

("the Conditions").

3 Agreement

- 3.1 The *Contractor* will Provide the Works in accordance with the Conditions.
- 3.2 The *Employer* will pay the *Contractor* in accordance with the Conditions for the *works*, and for carrying out his other duties in relation to the *works*.

4 Priority of documents

- 4.1 If there is any ambiguity or inconsistency in or between the documents deemed to form part of this Agreement, the priority of the documents is in accordance with the following sequence:
 - 4.1.1 the BIM Protocol (as amended by clause Z8 of the additional conditions of contract);
 - 4.1.2 this Agreement;
 - 4.1.3 the completed Contract Data;
 - 4.1.4 the additional conditions of contract;
 - 4.1.5 the other conditions of contract;
 - 4.1.6 the Works Information; and
 - 4.1.7 any other document deemed to form part of this Agreement.

5 The BIM Protocol

- 5.1 The BIM Protocol is annexed to this Agreement.

This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**EXECUTED AS A DEED BY
BRISTOL CITY COUNCIL**

by affixing hereto the common seal of the Bristol City Council in the presence of

.....

Signature of duly authorised officer

.....

Print name of officer

EXECUTED AS A DEED BY


BOUYGUES (U.K.) LTD

under a power of attorney dated

Signature:.....

In the presence of:

Signature of witness

.....

Name of witness

.....

Occupation

.....

Address

.....

.....

Annex

BIM Protocol (clause Z8)

[Insert Construction Industry Council Building Information Model (BIM) Protocol, first edition 2013 including Appendix 1 (model production and delivery table) and Appendix 2 (information requirements)]

Schedule 5, Part 3

Contract Data part one

PRE-CONSTRUCTION SERVICES AGREEMENT

For the development of Bristol Arena and associated ancillary infrastructure for Arena Island



CONTRACT DATA

Part one – Data provided by the *Employer*

		Completion of the data in full, according to the Options chosen, is essential to create a complete contract.
Statements given in all contracts		
1 General		<ul style="list-style-type: none"> • The <i>conditions of contract</i> are the core clauses and the clauses for main Option C, dispute resolution Option W2 and secondary Options X2, X4, X7, X13, X16, X18, Y(UK)2 and Y(UK)3 of the NEC3 Engineering and Construction Contract April 2013 and the additional conditions of contract Z1 to Z46 inclusive. • The <i>works</i> are the design and construction of a 12,000 capacity indoor entertainment venue known as Bristol Arena and the design and construction of associated ancillary infrastructure for Arena Island, which surrounds Bristol Arena. The associated ancillary infrastructure includes access ways, plaza, service yard, car park, a suspended walkway, utilities and landscaping. The <i>works</i> include enabling works and remedial works to the Site and its boundaries. Arena Island is the site of a former railway diesel depot. The <i>works</i> are more particularly described in the Works Information. • The <i>Employer</i> is Name: Bristol City Council Address: City Hall, College Green, Bristol BS1 5TR The <i>Employer's</i> address for receiving communications is: Bristol City Council, Brunel House, Third Floor, Saint George's Road, Bristol BS1 5UY (for the attention of [REDACTED]) • The <i>Project Manager</i> is Name: [To be advised] Address: Bristol City Council, Brunel House, Third Floor, Saint George's Road, Bristol BS1 5UY or such other person as the <i>Employer</i> may notify from time to time providing always that the <i>Employer</i> and the <i>Contractor</i> shall jointly appoint a third party professional consultant to independently decide the date of and certify Completion. • The <i>Supervisor</i> is Name: . [To be advised] Address: [To be advised] or such other person as the <i>Employer</i> may notify from time to time. • The <i>Adjudicator</i> is Nominee 1: [REDACTED]

		<p>Nominee 2:</p> <p>Nominee 3:</p> <p>If more than one nominee is available to accept a referral of a dispute, the referring party will decide which nominee accepts the referral. If none of the nominees are available to accept a referral of a dispute, the <i>Adjudicator</i> nominating body will nominate the <i>Adjudicator</i> for the dispute.</p> <ul style="list-style-type: none"> • The Works Information is in Volume 2A and Volume 2B. • The Site Information is in Volume 3. • The <i>boundaries of the site</i> are identified on drawing number BCC-BA-ECC-001 Rev1, which is in the Site Information (folder 02 - photos and plans). • The <i>language of this contract</i> is English. • The <i>law of the contract</i> is the law of England. • The <i>period for reply</i> is three weeks. • The <i>Adjudicator nominating body</i> is the technology and Construction Solicitors Association (TecSA). • The <i>tribunal</i> is the Technology and Construction Court of England and Wales. • The following matters will be included in the Risk Register [<i>at Contract Award the matters to be included in the Risk Register will be identified and set out here</i>] • The undertakings on quality made by the <i>Contractor</i> in its tender quality submission, which are recorded in the Works Information (section WI 4000: <i>Contractor's tender commitments</i>), are <i>additional conditions of contract</i>. 								
3 Time		<ul style="list-style-type: none"> • The <i>starting date</i> is [<i>to be confirmed but expected to be 27 June 2016</i>] • The <i>access dates</i> are [<i>to be confirmed at Contract Award</i>] <table> <tr> <td>Part of the Site</td> <td>Date</td> </tr> <tr> <td>1.....</td> <td></td> </tr> <tr> <td>2.....</td> <td></td> </tr> <tr> <td>3.....</td> <td></td> </tr> </table>	Part of the Site	Date	1.....		2.....		3.....	
Part of the Site	Date									
1.....										
2.....										
3.....										

		<ul style="list-style-type: none"> • The <i>Contractor</i> submits revised programmes at intervals no longer than one month.
<p>4 Testing and Defects</p> <p>[During the PCSA Phase the defect correction period will be reviewed]</p>		<ul style="list-style-type: none"> • The <i>defects date</i> is fifty two (52) weeks after Completion of the whole of the works. • The <i>defect correction period</i> is two (2) weeks or such longer period as agreed in writing by the <i>Project Manager</i>, except that <ul style="list-style-type: none"> • the <i>defect correction period</i> for a critical defect is six (6) hours, and • the <i>defect correction period</i> for an urgent defect is twenty-four (24) hours. <p>A critical defect, if left uncorrected, would be a safety hazard, or could cause damage to any part of the works, or could endanger life or limb. Examples of a critical defect include a burst pipe or interruption of the power supply.</p> <p>An urgent defect, if left uncorrected, would unduly impair the beneficial use, or occupation, or operation of any part of the works. Examples of urgent defects include faults in the operation of a lift or door entry system.</p> <p>If the correction of a critical or urgent defect requires the procurement of replacement goods or materials, the <i>Contractor</i> procures such replacement goods or materials as soon as practicable. Meanwhile the <i>Contractor</i> attends to the critical or urgent defect and provides interim correction measures.</p>
5 Payment		<ul style="list-style-type: none"> • The <i>currency of this contract</i> is GBP Pounds Sterling (£). • Until the assessment date following the issue of the Completion Certificate the <i>assessment interval</i> is monthly. The first assessment date is specified in the Works Information. • The <i>interest rate</i> is two percent (2%) per annum above the base rate of the Bank of England. • The Employer will pay each certified payment into the Contractor's designated bank account, which is identified below: <div style="background-color: black; width: 200px; height: 40px; margin: 10px auto;"></div>
6 Compensation events		<ul style="list-style-type: none"> • The place where weather is to be recorded is the Met Office's site specific forecast site at Bristol Youth Hostel (latitude 51.44660, longitude -2.59340). • The <i>weather measurements</i> to be recorded for each calendar month are <ul style="list-style-type: none"> ○ the cumulative rainfall (mm), ○ the number of days with rainfall more than 5mm, ○ the number of days with minimum air temperature less than 0 degrees Celsius, and ○ the number of days with snow lying at 08:00 hours GMT. • The <i>weather measurements</i> are supplied by the Met Office.

		<p>(or such other nominees as the <i>Contractor</i> may notify from time to time).</p> <p><u>Level Two</u></p> <p>The respective nominees of the parties are as follows:</p> <ul style="list-style-type: none"> the <i>Employer's</i> nominees are [REDACTED] (or such other nominees as the <i>Employer</i> may notify from time to time) and the <i>Contractor's</i> nominees are [REDACTED]] (or such other nominees as the <i>Contractor</i> may notify from time to time).
		<p>Option X4</p> <ul style="list-style-type: none"> The form of Parent Company Guarantee is in the Works Information. <p>Option X7</p> <ul style="list-style-type: none"> Delay damages for Completion of the whole of the works are [REDACTED] per calendar day. <p>Option X13</p> <ul style="list-style-type: none"> Clause Z28 modifies Option X13. The amount of the performance bond is [REDACTED] [At Contract Award the <i>Employer</i>, at his discretion, will set the amount of the performance bond. Tenderers are required to submit a price for a bond of [REDACTED] The form of performance bond is in the Works Information. <p>Option X16</p> <ul style="list-style-type: none"> Clause Z29 modifies Option X16. The <i>retention percentage</i> is three per cent (3%). The form of retention bond is in the Works Information. <p>Option X18</p> <ul style="list-style-type: none"> The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to [REDACTED] The <i>end of liability date</i> is twelve (12) years after the Completion of the whole of the works. <p>Option Y(UK)3</p> <ul style="list-style-type: none"> Network Rail may enforce: <ul style="list-style-type: none"> clause 25.6 (working with the <i>Employer</i> and Others), and clause 84 (insurance cover). The Operator may enforce: <ul style="list-style-type: none"> clause 27.5 (other responsibilities), clause 35.4 (take over), and clause 84 (insurance cover).

		<ul style="list-style-type: none"> Save as expressly provided, no other persons or organisations are entitled to enforce a term of this contract pursuant to the Contract (Rights of Third Parties) Act 1999.
		<p>Clause Z35 Tender commitments</p> <p>Tender commitments meetings are to be attended by respective nominees of the parties as follows:</p> <ul style="list-style-type: none"> the <i>Employer's</i> nominees are [] [] (or such other nominees as the <i>Employer</i> may notify from time to time) <p>and</p> <ul style="list-style-type: none"> the <i>Contractor's</i> nominees are [] [] (or such other nominees as the <i>Contractor</i> may notify from time to time).
		<p>Option Z</p> <p>The contract is amended by the <i>additional conditions of contract</i> namely Z1 to Z46 inclusive, and shall be construed accordingly.</p>
Z1		<p>Identified and defined terms</p> <p>In clause 11.2 delete paragraph 11.2(5) and substitute:</p> <p>11.2(5) A Defect is</p> <ul style="list-style-type: none"> a part of the <i>works</i> that is not in accordance with the Works Information or any other provision of the contract, or a part of the <i>works</i> that is not in accordance with applicable law, or a part of the <i>works</i> the design of which is the responsibility of the <i>Contractor</i>, if that design has not been prepared with Skill and Care, or a part of the <i>works</i> that is not in accordance with the <i>Contractor's</i> design which the <i>Project Manager</i> has accepted. <p>In clause 11.2 delete paragraph 11.2(25) and substitute:</p> <p>11.2(25) Disallowed Cost is cost which the <i>Project Manager</i> decides</p> <ul style="list-style-type: none"> is not justified by the <i>Contractor's</i> accounts and records, should not have been paid to a Subcontractor or supplier in accordance with his contract, was incurred only because the <i>Contractor</i> did not <ul style="list-style-type: none"> follow an acceptance procedure or procurement procedure stated in the Works Information, or comply with a procedure set out in his quality plan, or give an early warning which this contract required him to give <p>and the cost of</p> <ul style="list-style-type: none"> correcting Defects after Completion (including the Defects identified

		<p>on any defects register attached to the certificate of Completion),</p> <ul style="list-style-type: none"> • correcting Defects caused by the <i>Contractor</i> not complying with a constraint on how he is to Provide the Works stated in the Works Information, • correcting Defects caused by the <i>Contractor</i> not complying with a procedure set out in his quality plan, • correcting Defects caused by the <i>Contractor</i> not exercising Skill and Care in the design of the works, • standard or proprietary products manufactured outside the Working Areas which are not in accordance with the Works Information, • Plant and Materials not used to Provide the Works (after allowing for reasonable wastage) unless resulting from a change in the Works Information, • resources not used to Provide the Works (after allowing for reasonable availability and utilisation) or not taken away from the Working Areas when the <i>Project Manager</i> requested, and • preparation for and conduct of an adjudication or proceedings of the <i>tribunal</i>. <p>In clause 11.2 insert a new paragraph 11.2(31) as follows:</p> <p>11.2(31) BIM is the building information model.</p> <p>In clause 11.2 insert a new paragraph 11.2(32) as follows:</p> <p>11.2(32) BIM Information Manager is the person that the <i>Employer</i> notifies to the <i>Contractor</i> as having responsibility for managing and maintaining the BIM.</p> <p>In clause 11.2 insert a new paragraph 11.2(33) as follows:</p> <p>11.2(33) BIM Protocol is the CIC Building Information Modelling Protocol first edition 2013 as may be amended from time to time, which is annexed to the Agreement.</p> <p>In clause 11.2 insert a new paragraph 11.2(34) as follows:</p> <p>11.2(34) <i>Contractor's</i> Design Documents are the drawings, design details and specifications of work, Plant and Materials prepared by the <i>Contractor</i> for the works.</p> <p>In clause 11.2 insert a new paragraph 11.2(35) as follows:</p> <p>11.2(35) Documents are all of the <i>Contractor's</i> Design Documents together with all plans, reports, calculations, bills of quantities, levels and setting out details and other documents of any nature whatsoever (including those in electronic format) and the designs contained in them prepared by or on behalf of the <i>Contractor</i> in the course of performing his obligations under this contract.</p> <p>In clause 11.2 insert a new paragraph 11.2(36) as follows:</p> <p>11.2(36) <i>Employer's</i> Design Documents are the drawings, design details and specifications of work, Plant and Materials prepared by, or on behalf of, the <i>Employer</i> for the works which are included in the Works Information.</p> <p>In clause 11.2 insert a new paragraph 11.2(37) as follows:</p> <p>11.2(37) Network Rail is Network Rail Infrastructure Limited (Company No. 2904587).</p>
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		<p>In clause 11.2 insert a new paragraph 11.2(38) as follows:</p> <p>11.2(38) The Operator is Arena Island Limited (company number 09632629).</p> <p>In clause 11.2 insert a new paragraph 11.2(39) as follows:</p> <p>11.2(39) Skill and Care is, in relation to any design (which expression includes the preparation of any specifications and the selection of the type of any Plant and Materials) the reasonable skill, care and diligence to be expected of a properly qualified and competent designer experienced in the design of works similar in size, scope and complexity to the <i>works</i> or the relevant part of the <i>works</i>.</p> <p>In clause 11.2 insert a new paragraph 11.2(40) as follows:</p> <p>11.2(40) The Third Party Agreements are the Agreement for Lease dated [] entered into between the <i>Employer</i> and the Operator, and the Framework Asset Protection Agreement dated [] entered into between Network Rail and the <i>Employer</i>.</p>
Z2		<p>Interpretation and the law</p> <p>Delete clause 12.1 and substitute:</p> <p>12.1 In this contract, except where the context shows otherwise,</p> <ul style="list-style-type: none"> • words in the singular also mean in the plural and the other way round, • words in the masculine also mean in the feminine and neuter and the other way round, • references to a document include any revision made to it in accordance with this contract, • references to a statute or statutory instrument include any amendment or re-enactment of it from time to time and any subordinate legislation or code of practice made under it, and • references to a standard include any current relevant standard that replaces it.
Z3		<p>The <i>Project Manager</i> and the <i>Supervisor</i></p> <p>Insert new clause 14.5 as follows:</p> <p>14.5 Any inspection, testing, approval or review that is conducted by, or on behalf of, the <i>Employer</i> or Others (including any omission to inspect, test, approve or review) will not diminish any duty owed, or the liability of, the <i>Contractor</i> under this contract.</p>
Z4		<p>Ambiguities and inconsistencies</p> <p>Delete clause 17.1 and substitute:</p> <p>17.1 The <i>Project Manager</i> or the <i>Contractor</i> notifies the other as soon as either becomes aware of an apparent ambiguity, or inconsistency, or discrepancy, or divergence in or between the documents that are part of this contract.</p> <p>Insert new clauses 17.2, 17.3 and 17.4 as follows:</p> <p>17.2 The <i>Project Manager</i> will read and construe all of the documents that are part of this contract and decide whether any matter notified under clause 17.1 has given rise to an ambiguity, inconsistency, discrepancy or divergence.</p>

		<p>17.3 If the <i>Project Manager</i> decides that an ambiguity, inconsistency, discrepancy or divergence has not arisen, the <i>Project Manager</i> notifies the <i>Contractor</i> of his decision and provides details of the contractual interpretation that does not give rise to an ambiguity, inconsistency, discrepancy or divergence.</p> <p>17.4 If the <i>Project Manager</i> decides that an ambiguity, inconsistency, discrepancy or divergence has arisen, the <i>Project Manager</i> notifies the <i>Contractor</i> of his decision and gives an instruction resolving such ambiguity, inconsistency, discrepancy or divergence having taken due regard of the priority of documents sequence stated in the Agreement.</p>
Z5		<p>Prevention</p> <p>Delete clause 19.1 and substitute:</p> <p>19.1 If an event occurs which</p> <ul style="list-style-type: none"> • stops the <i>Contractor</i> completing the <i>works</i> or • stops the <i>Contractor</i> completing the <i>works</i> by the date shown on the Accepted Programme, <p>including without limitation:</p> <ul style="list-style-type: none"> ○ acts of God, flood, drought, earthquake or other natural disaster; ○ terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; ○ nuclear, chemical or biological contamination or sonic boom; ○ any law or any action taken by a government or public authority, including without limitation imposing export or import restriction, quota or prohibition; and ○ a state of emergency declared by the UK government due to a pandemic or epidemic; <p>and which</p> <ul style="list-style-type: none"> • neither Party could prevent, • does not result from a breach of contract by the <i>Contractor</i>, and • an experienced contractor would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it, <p>the <i>Project Manager</i> gives an instruction to the <i>Contractor</i> stating how he is to deal with the event.</p>
Z6		<p>Providing the Works</p> <p>Insert new clause 20.2 as follows:</p> <p>20.2 The <i>Contractor</i> Provides the Works:</p> <ul style="list-style-type: none"> • in a regular, diligent, proper and workmanlike manner, and • in compliance with <ul style="list-style-type: none"> ○ all statutes, statutory instruments, regulations, rules and orders made under any statute or directive having the force of law which affect the <i>works</i> or performance of any obligations under this contract, and ○ any regulation, bye-law, permission or approval of any local authority or statutory undertaker having jurisdiction in relation to the <i>works</i> or with whose systems the <i>works</i> are, or are to be, connected. <p>Insert new clause 20.5 as follows:</p> <p>20.5 All Plant and Material will be of a good quality.</p>

		<p>Insert new clause 20.6 as follows:</p> <p>20.6 All workmanship used in the works will be of a good quality.</p> <p>Insert new clause 20.7 as follows:</p> <p>20.7 Save as required by the Works Information, the <i>Contractor</i> uses Skill and Care not to use, nor permit to be used, nor specify for use, in the works any products, substances or materials which:</p> <ul style="list-style-type: none"> • do not conform with British and European Union Standards or Codes of Practice, or good building practice, or the publication entitled 'Good Practice in the Selection of Construction Materials 2011' published by the British Council for Offices; or • are generally known to be deleterious to health and safety and/or the durability of buildings or structures in the particular circumstances in which they are used or specified for use; or • are known to be prohibited materials (either to health and safety or to the durability of the works).
Z7		<p>The Contractor's design</p> <p>Delete clauses 21.1, 21.2 and 21.3 and substitute:</p> <p>21.1 The <i>Contractor</i> designs the whole of the works. The <i>Contractor</i> warrants that the whole of the works will be designed with Skill and Care.</p> <p>21.2 The <i>Contractor</i> accepts full responsibility and liability for the <i>Employer's</i> Design Documents. The <i>Contractor</i> reviews the <i>Employer's</i> Design Documents and submits to the <i>Project Manager</i>, for acceptance, details of any modifications to the <i>Employer's</i> Design Documents that the <i>Contractor</i> considers are necessary.</p> <p>21.3 In accordance with the design submission procedure, which is set out in the Works Information, the <i>Contractor</i> submits the <i>Contractor's</i> Design Documents to the <i>Project Manager</i> for acceptance and the <i>Project Manager</i> returns the submissions to the <i>Contractor</i>. The design submission procedure sets out the times, the manner and the format of the submissions. The principal designer under the CDM Regulations 2015 reviews the <i>Contractor's</i> Design Documents before the <i>Contractor</i> submits them to the <i>Project Manager</i>. Written confirmation that such review has taken place is included with the submissions to the <i>Project Manager</i>.</p> <p>Insert new clause 21.4 as follows:</p> <p>21.4 The <i>Contractor's</i> Design Documents are deemed to form part of the <i>Contractor's</i> Works Information when the <i>Project Manager</i> returns them to the <i>Contractor</i> marked either 'A' (accepted) or 'B' (accepted with comments).</p>
Z8		<p>Using the Contractor's design</p> <p>Delete the heading of clause 22: "Using the Contractor's design" and substitute: BIM and Documents.</p> <p>Delete clause 22.1 and substitute:</p> <p>22.1 For the purposes of this clause 22 the expression "Material" shall have the</p>

		<p>same meaning as set out in clause 1 of the BIM Protocol.</p> <p>Insert new clauses 22.2, 22.3, 22.4, 22.5, 22.6, 22.7, 22.8 and 22.9 as follows:</p> <p>22.2 The <i>Contractor</i> Provides the Works in accordance with, and will comply in all respects with, the BIM Protocol and the reasonable instructions of the BIM Information Manager in so far as such instructions relate to the BIM Protocol.</p> <p>22.3 Clauses 1, 2, 5, 6 and 7 of the BIM Protocol are <i>additional conditions of contract</i>, providing always that sub-clause 6.4 of the BIM Protocol is struck out and does not apply.</p> <p>22.4 Clauses 3 and 4, and Appendices 1 and 2, of the BIM Protocol are Works Information.</p> <p>22.5 Clause 6 of the BIM Protocol applies to the use of the Material.</p> <p>22.6 Copyright and all intellectual property rights subsisting over the Documents that are vested in the <i>Contractor</i> will remain vested in the <i>Contractor</i>. The <i>Contractor</i> grants (or, if such a grant cannot legally take place until a later date, agrees to grant) to the <i>Employer</i> with effect from the Contract Date (or in the case of Documents not yet in existence with effect from their creation) an irrevocable fully paid up royalty free non-exclusive licence to use and reproduce all Documents and the designs contained in them for any purpose whatsoever connected with the <i>works</i> (including but without limitation the execution, completion, maintenance, letting, advertisement, modification, extension, reinstatement and repair of the <i>works</i>). Such licence will remain in full force and effect notwithstanding Completion is achieved or the <i>Contractor's</i> employment under this contract is terminated.</p> <p>22.7 The licence granted under clause 22.6 carries the right to grant sub-licences and is transferable to third parties. Such licence enables the <i>Employer</i> to copy and use the Documents for an extension of the <i>works</i>, but does not include a licence to reproduce the designs contained in the Documents in an extension to the <i>works</i>, except to the extent that such reproduction is reasonably necessary to facilitate the join of the extension to the <i>works</i> or to obtain planning or any other relevant consent for the extension, or to make the extended Bristol Arena a reasonably harmonious whole.</p> <p>22.8 The <i>Contractor</i> is not liable for any use by the <i>Employer</i> of any of the Documents for any purpose other than that for which the same were prepared by or on behalf of the <i>Contractor</i>.</p> <p>22.9 The <i>Employer</i> may request copies of part, or all, of the Documents and the <i>Contractor</i> supplies such copies on receipt of payment for the <i>Contractor's</i> reasonable copying charges.</p>
79		<p>Working with the <i>Employer</i> and Others</p> <p>Insert new clauses 25.4, 25.5, 25.6 and 25.7 as follows:</p> <p>25.4 The <i>Contractor</i> permits representatives of the Operator to enter the Site for the purposes of:</p> <ul style="list-style-type: none"> • providing access to work being done and to Plant and Materials being stored pursuant to clause 27.2, • using any part of the <i>works</i> pursuant to clause 35.4, and • exercising any right under the relevant Third Party Agreement.

		<p>25.5 The <i>Contractor</i> permits representatives of Network Rail to enter the Site for the purposes of:</p> <ul style="list-style-type: none"> • providing access to work being done and to Plant and Materials being stored pursuant to clause 27.2, • exercising any right under the relevant Third Party Agreement, • preventing, addressing, alleviating or complying with a Network Rail operation issue (which requires Network Rail to act immediately or with urgency), • protecting or operating the railway, and • protecting persons and/or property on or near the railway. <p>25.6 Under the relevant Third Party Agreement Network Rail representatives may take action that such representatives consider is necessary to prevent, address, alleviate or comply with a Network Rail operation issue. Such action may include requiring the <i>Employer</i> to instruct the <i>Contractor</i> to:</p> <ul style="list-style-type: none"> • suspend the carrying out of the whole, or part of, the <i>works</i>, and/or • take measures required by Network Rail representatives. <p>Acting accordingly, the <i>Project Manager</i> gives an instruction for dealing with a Network Rail operation issue. If the <i>Project Manager</i> is not immediately available when a Network Rail operation issues arises, Network Rail representatives may give instructions (limited to those described in this clause 25.6) directly to the <i>Contractor</i>. The <i>Contractor</i> obeys an instruction given to him in accordance with this clause 25.6.</p> <p>25.7 The Parties permit representatives of the Operator to attend meetings held for the purposes of dealing with any matter relating to the <i>works</i>, including but not limited to, progress review, risk reduction, planning and take over meetings.</p>
<p>Z10</p> <p>[At Contract Award a list of Specified Sub-contractor disciplines/trades will be drawn up and clarified, and the Employer will set appropriate levels of professional Indemnity insurance cover for the individual disciplines/trades]</p>		<p>Subcontracting</p> <p>At the end of clause 26.3 delete the full stop and insert:</p> <p>, or</p> <ul style="list-style-type: none"> • they provide for a final date for payment that is more than thirty (30) days after the date on which payment becomes due. <p>Insert new clauses 26.5, 26.6, 26.7, 26.8, 26.9, 26.10 and 26.11 as follows:</p> <p>26.5 For the purposes of this clause 26 “Specified Sub-contractor” means any Subcontractor who has carried out the design of the whole, or part, of any element of the <i>works</i>, including any person or organization who has a contract with a Subcontractor to carry out the design of the whole, or part, of any element of the <i>works</i>.</p> <p>26.6 Within four (4) weeks of the execution of a contract with a Specified Sub-contractor the <i>Contractor</i> procures that a certified copy of such contract is delivered to the <i>Employer</i>.</p> <p>26.7 Within six (6) weeks of the execution of a contract with a Specified Sub-contractor, the <i>Contractor</i> procures that the Specified Sub-contractor executes and delivers to the <i>Employer</i> deeds of collateral warranty in favour of</p> <ul style="list-style-type: none"> • the <i>Employer</i>, and • Network Rail, and • the Operator, and

- any purchaser, or tenant, who has acquired (or will acquire) any interest in or over the works.

Such deeds of collateral warranty will take the form set out in the Works Information. The Contractor may submit to the Project Manager requests for clarification amendments, which are proposed by the Specified Sub-contractor's insurers, to the forms of collateral warranty. The Project Manager decides what clarification amendments, if any, may be made to the forms of collateral warranty.

26.8 If the Contractor fails, within the timescale, to procure the execution and delivery of any deed of collateral warranty in accordance with clause 26.7, the Project Manager may give the Contractor a notice specifying the breach. If such breach is not rectified by the Contractor within two (2) weeks after service of such notice, then while such breach remains to be rectified the Employer shall not be liable to pay any amount in respect of the elements of the works to which the default relates.

26.9 Subject to clause 26.10 the Contractor will procure that each Specified Sub-contractor maintains with reputable insurers in the UK insurance market professional indemnity insurance for an amount of [REDACTED] in respect of each and every claim, or series of claims arising out of the same original cause or source, with a lower annual aggregate limit of not less than [REDACTED] in respect of pollution and contamination claims, for a period of twelve (12) years from completion of the element of the works designed (in whole or part) by the Specified Sub-contractor.

26.10 The professional indemnity insurance requirements for any discipline that is not identified in this clause 26.10 are set out in clause 26.9. The Contractor will procure that the Specified Sub-contractor disciplines identified in this clause 26.10 maintain professional indemnity insurance in accordance with the requirements of this clause 26.10.

Professional indemnity insurance for an amount of not less than [REDACTED] in respect of each and every claim, or series of claims arising out of the same original cause or source will be maintained for a period of twelve (12) years from completion of the element of the works designed (in whole or part) by the Specified Sub-contractor for the disciplines of:

- and
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Professional indemnity insurance for an amount of not less than [REDACTED] in respect of each and every claim, or series of claims arising out of the same original cause or source will be maintained for a period of twelve (12) years from completion of the element of the works designed (in whole or part) by the Specified Sub-contractor for the disciplines of:

- acoustic engineering design,
- health and safety design management,
- specialist lighting design,
- information technology engineering design, and
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Professional indemnity insurance for an amount of not less than [REDACTED]

		<p>in respect of each and every claim, or series of claims arising out of the same original cause or source will be maintained for a period of twelve (12) years from completion of the element of the works designed (in whole or part) by the Specified Sub-contractor for the disciplines of:</p> <ul style="list-style-type: none"> • public art design, and • <p>26.11 The <i>Contractor</i> will, on request, use all reasonable endeavours to provide the <i>Project Manager</i> with evidence of the insurance cover being maintained pursuant to clauses 26.9 and 26.10 by each Specified Sub-contractor appointed.</p>
Z11		<p>Other responsibilities</p> <p>At the beginning of the bullet point list in clause 27.2 insert additional bullet points as follows:</p> <ul style="list-style-type: none"> • representatives of the Operator, • representatives of Network Rail, <p>At the end of clause 27.4 insert:</p> <p>The <i>Contractor</i> will, on request, provide the <i>Project Manager</i> with documentary evidence to show that the <i>Contractor</i> is acting in accordance with such health and safety requirements.</p> <p>Insert new clauses 27.5 as follows:</p> <p>27.5 The <i>Contractor</i> provides the commissioning services specified and described in the Works Information, which include, but are not limited to, training and induction courses for the Operator's agents and employees.</p> <p>Insert new clauses 27.6 as follows:</p> <p>27.6 The <i>Contractor</i> takes all reasonable steps to prevent, and provides the <i>Employer</i> with all reasonable assistance to mitigate the risk of, historic contamination present at the Site migrating into the River Avon.</p> <p>Insert new clauses 27.7 as follows:</p> <p>27.7 The <i>Contractor</i> takes all precautions reasonably necessary to protect existing installations at the Site that have been installed for the purpose of mitigating the risk of historic contamination migrating into the River Avon.</p>
Z12		<p>Starting, Completion and Key Dates</p> <p>Delete clause 30.2 and substitute:</p> <p>30.2 The third party professional consultant jointly appointed by the Parties to certify Completion:</p> <ul style="list-style-type: none"> • decides the date of Completion, and • certifies Completion within one week of Completion.

		<p>When certifying Completion the third party professional consultant jointly appointed by the Parties to certify Completion may exercise his discretion under clause 30.4.</p> <p>Insert new clause 30.4 as follows:</p> <p>30.4 The third party professional consultant jointly appointed by the Parties to certify Completion may, at his discretion, attach to the certificate of Completion a defects register which records Defects outstanding at Completion. Such defects register would include all known Defects, whether or not they have been notified, that have not been corrected but do not prevent the <i>Employer</i> from using the works or Others from doing their work. Such defects register may include Defects outstanding at Completion that are patent and cannot be ignored as trifling or trivial. On or after Completion has been certified the <i>Supervisor</i> issues to the <i>Contractor</i> any defects register attached to the certificate of Completion.</p>
Z13		<p>Access to and use of the Site</p> <p>Insert new clause 33.2 as follows:</p> <p>33.2 The <i>Contractor</i> acts in accordance with the requirements for security and identification of people stated in the Works Information.</p>
Z14		<p>Take over</p> <p>Insert new clause 35.4 as follows:</p> <p>35.4 The Operator may use any part of the <i>works</i> before Completion has been certified and such use is deemed to be use by the <i>Employer</i> pursuant to clause 35.2.</p> <p>Insert new clause 35.5 as follows:</p> <p>35.5 After the <i>Employer</i> takes over the <i>works</i>, the <i>Contractor</i> provides the aftercare services specified and described in the Works Information.</p>
Z15		<p>Defects</p> <p>Insert a new heading for clause 46:</p> <p>“Damages for a Defect”</p> <p>Insert new clause 46.1 as follows:</p> <p>46.1 Nothing in clause 44 or clause 45 affects any other right or remedy under the contract, or at law, including (without limitation) the <i>Employer's</i> right to claim damages for a Defect as a breach of contract. Such claim for damages would be subject to sub-clause X18.4.</p>
Z16		<p>Assessing the amount due</p> <p>At the end of clause 50.2 insert:</p> <p>Assessments of the amount due, that occur on or before Completion of the whole of</p>

		<p>the works, do not include any amount by which the Price for Work Done to Date exceeds the total of the Prices.</p> <p>Insert new clause 50.7 as follows:</p> <p>50.7 The <i>Employer</i> is a 'contractor' for the purposes of the Construction Industry Scheme under the Finance Act 2004. Any payment made under this contract is subject to the provisions of such scheme.</p>
Z17		<p>Compensation events</p> <p>In clause 60.1 delete paragraph 60.1(19) and substitute:</p> <p>60.1(19) An event which</p> <ul style="list-style-type: none"> • stops the <i>Contractor</i> completing the works or • stops the <i>Contractor</i> completing the works by the date shown on the Accepted Programme, <p>including without limitation:</p> <ul style="list-style-type: none"> ○ acts of God, flood, drought, earthquake or other natural disaster; ○ terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; ○ nuclear, chemical or biological contamination or sonic boom; ○ any law or any action taken by a government or public authority, including without limitation imposing export or import restriction, quota or prohibition; and ○ a state of emergency declared by the UK government due to a pandemic or epidemic; <p>and which</p> <ul style="list-style-type: none"> • neither Party could prevent, • does not result from a breach of contract by the <i>Contractor</i>, and • an experienced contractor would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it, and • is not one of the other compensation events stated in this contract. <p>In clause 60.1 insert new paragraph 60.1(20) as follows:</p> <p>60.1(20) The <i>Contractor</i> encounters an event which is outside his reasonable control and which prevents him from carrying out the work specified in clause 4.1.2 of the BIM Protocol.</p> <p>In clause 60.1 insert new paragraph 60.1(21) as follows:</p> <p>60.1(21) The <i>Employer</i> revokes a licence granted under clause 6.6 of the BIM Protocol.</p> <p>In clause 60.1 insert new paragraph 60.1(22) as follows:</p> <p>60.1(22) The <i>Project Manager</i>, or a Network Rail representative, gives an instruction for dealing with a Network Rail operation issue in accordance with clause 25.6.</p> <p>In clause 60.1 insert new paragraph 60.1(23) as follows:</p> <p>60.1(23) The dates and times of speed restrictions or track possessions or isolations, which the <i>Contractor</i> has agreed with Network Rail, are cancelled or altered except</p>

		<ul style="list-style-type: none"> • cancellations or alterations that arise as a result of any breach by the <i>Contractor</i> of his obligations under this contract, or • cancellations or alterations that arise as a result of any breach by the <i>Contractor</i> of his obligations to Network Rail in relation to the agreed speed restrictions, track possessions or isolations. <p>In clause 60.1 insert new paragraph 60.1(24) as follows:</p> <p>60.1(24) Subject to the <i>Contractor</i> complying with his obligations under clause 27.6 and clause 27.7, the <i>Project Manager</i> gives an instruction for dealing with, or preventing, actual or potential migration of historic contamination from the Site into the River Avon.</p>
Z18		<p>Notifying compensation events</p> <p>In clause 61.4 delete the second paragraph, which reads</p> <p>"The <i>Project Manager</i> notifies his decision to the <i>Contractor</i> and, if his decision is that the Prices, the Completion Date or the Key Dates are to be changed, he instructs him to submit quotations before the end of either</p> <ul style="list-style-type: none"> • one week after the <i>Contractor's</i> notification or • a longer period to which the <i>Contractor</i> has agreed." <p>and substitute:</p> <p>The <i>Project Manager</i> notifies his decision to the <i>Contractor</i> before the end of either</p> <ul style="list-style-type: none"> • one week after the <i>Contractor's</i> notification or • a longer period to which the <i>Contractor</i> has agreed, <p>and if his decision is that the Prices, the Completion Date or the Key Dates are to be changed, he instructs the <i>Contractor</i> to submit quotations.</p>
Z19		<p>Assessing compensation events</p> <p>In the second line of clause 63.8 after "an ambiguity or inconsistency" insert:</p> <p>or discrepancy or divergence</p> <p>Delete clause 63.15.</p>
Z20	<p>[At Contract Award the Employer, at his discretion, will set the amount of the off-site materials bond. Tenderers are required to submit a price for a bond of:</p> <ul style="list-style-type: none"> - two million GBP Pounds Sterling, and 	<p>The Employer's title to Plant and Materials</p> <p>Delete clauses 70.1 and 70.2 and substitute:</p> <p>70.1 The value of Plant and Materials outside the Working Areas is excluded from the Price for Work Done to Date unless</p> <ul style="list-style-type: none"> • the Plant and Materials is within the United Kingdom, • the <i>Contractor</i> demonstrates to the satisfaction of the <i>Project Manager</i> that the <i>Contractor</i> has unencumbered title to the Plant and Materials, • the Plant and Materials is stored separately and is clearly and visibly marked as for the <i>Employer</i> and this contract, • the Plant and Materials is adequately protected against water, theft, vandalism and other casualties, • the Plant and Materials is insured against loss or damage while

<p>- three million five hundred thousand GBP Pounds Sterling, and - five million GBP Pounds Sterling].</p>		<p>stored or in transit to the Working Areas for its full reinstatement value under a policy of insurance protecting the interests of the Parties in respect of the usual insured risks for the period until it is brought within the Working Areas, and</p> <ul style="list-style-type: none"> the <i>Contractor</i> has provided an off- site materials bond for the value of the Plant and Materials. <p>70.2 The off-site materials bond is issued by a bank or insurer which the <i>Project Manager</i> has accepted. A reason for not accepting the proposed bank or insurer is that its commercial position is not strong enough, in the reasonable opinion of the <i>Project Manager</i>, to carry the bond. The bond is in the form set out in the Works Information.</p> <p>Insert new clauses 70.3, 70.4, 70.5, 70.6 and 70.7 as follows:</p> <p>70.3 Where the value of Plant and Materials outside the Working Areas is included in the Price for Work Done to Date</p> <ul style="list-style-type: none"> the <i>Contractor's</i> title in the Plant and Materials passes to the <i>Employer</i>, the <i>Contractor</i> does not remove it from where it is stored except for use in the works and the risk of loss or damage to the Plant and Materials remains with the <i>Contractor</i>. <p>70.4 The value of Plant and Materials within the Working Areas is excluded from the Price for Work Done to Date unless</p> <ul style="list-style-type: none"> title in the Plant and Materials has already passed to the <i>Employer</i> under clause 70.3 or the <i>Contractor</i> demonstrates to the satisfaction of the <i>Project Manager</i> that the <i>Contractor</i> has unencumbered title in the Plant and Materials. <p>70.5 The <i>Contractor's</i> title in Plant and Materials passes to the <i>Employer</i> when it is brought within the Working Areas, but (subject to clause 80.1) the risk of loss or damage to the Plant and Materials remains with the <i>Contractor</i>.</p> <p>70.6 The <i>Contractor</i> does not remove Plant and Materials within the Working Areas from where it is stored except for use in the works or with the <i>Project Manager's</i> permission.</p> <p>70.7 The title to Plant and Materials passes back to the <i>Contractor</i> if it is removed from the Working Areas with the <i>Project Manager's</i> permission. In such an event, the value of the Plant and Materials that are removed is excluded from the Price for Work Done to Date, unless the conditions in clause 70.1 are satisfied.</p>
Z21		<p>Marking Equipment, Plant and Materials Outside the Working Areas</p> <p>Delete clause 71.1.</p>
Z22		<p><i>Employer's</i> Risks</p> <p>In clause 80.1 delete line 8 which reads:</p> <p style="text-align: center;">“ • a fault of the <i>Employer</i> or a fault in his design.”</p> <p>and substitute:</p>

		" • a fault of the <i>Employer</i> ."
Z23		<p>Insurance cover</p> <p>Delete clauses 84.1 and substitute:</p> <p>84.1.1 Without prejudice to his obligation to indemnify the <i>Employer</i> under clause 83, the <i>Contractor</i> takes out and maintains, or procures the taking out and maintenance of, in full force and effect, the insurances specified in this clause 84, and any other insurances as may be required by law. The <i>Contractor</i> ensures such insurances are effective, in each case not later than the date on which the relevant risk commences.</p> <p>84.1.2 The insurances specified in this clause 84 are to be taken out and maintained with insurers who (in the reasonable opinion of the <i>Employer</i>) are of good financial standing and of good repute in the United Kingdom insurance market.</p> <p>84.1.3 The <i>Contractor</i> will not (and the <i>Contractor</i> will take all reasonable steps to procure that none of its supply chain members of any tier will) take any action, or permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any insurance policy in which that party is an insured, a co-insured or additional insured person.</p> <p>84.1.4 The insurances to be taken out and maintained in accordance with clause 84.1.1 will, where specified,:</p> <ul style="list-style-type: none"> • name the <i>Employer</i>, the Operator and Network Rail as co-insured parties for their separate interest; • provide for non-vitiation and severability of interests protection in respect of any claim made by the <i>Employer</i> as a co-insured; • contain an indemnity to principals clause under which the <i>Employer</i> shall be indemnified in respect of claims made against the <i>Employer</i> arising from the acts, or omissions of, or performance of, the <i>Contractor</i> under this contract; • be maintained for the specified period of insurance; and • be maintained substantially subject to the specified terms, cover features, extensions and principal exclusions. <p>84.1.5 The insurances to be taken out and maintained in accordance with clause 84.1.1 will, where specified, include an undertaking from the insurers to waive all rights of subrogation, howsoever arising, and/or claims against the <i>Employer</i> (including its employees, servants or agents), the Operator (including its employees, servants or agents), and Network Rail (including its employees, servants or agents) which they may have or acquire, arising out of any occurrence in respect of which any claim is admitted and is insured under the insurances required to be effected by the <i>Contractor</i> under clause 84. The provisions of this sub-clause 84.1.5 will not apply against any officer, director, employee, agent and assign of the <i>Employer</i>, the Operator or Network Rail, who has caused or contributed to such an occurrence or claim by fraud, deliberate misrepresentation, deliberate non-disclosure or deliberate breach of policy condition.</p> <p>84.1.6 The insurances to be taken out and maintained in accordance with clause 84.1.1 will be maintained from time to time (as far as is reasonably practicable), on terms no less favourable than those generally available to a contractor in respect of the risks insured in the United Kingdom insurance</p>

market from time to time.

84.1.7 The *Contractor* will:

- without limiting any specific requirements in this contract, take or procure the taking of all reasonable risk management and risk control measures in relation to the contract as it would be reasonable to expect of a contractor, acting in accordance with industry best practice, including but not limited to the investigation and reporting of its claims to insurers;
- promptly notify the insurers of any material increase in any risk insured under the insurances, which are required to be effected by the *Contractor* under clause 84, of which the *Contractor* is or becomes aware; and
- use all reasonable endeavours to procure that all insurance brokers, through whom any required insurances (which are to be effected by the *Contractor* under clause 84) are effected or maintained, will maintain intact their files (including all documents disclosed and correspondence) in connection with the placement of such required insurances and the payment of premiums and claims under such required insurances.

84.1.8 If any of the insurances required to be effected by the *Contractor* under clause 84 requires the payment of a premium, the *Contractor* is liable for such premium.

84.1.9 If any of the insurances required to be effected by the *Contractor* under clause 84 is subject to an excess or deductible below which the indemnity from the insurers is excluded, the *Contractor* is liable for such excess or deductible. The *Contractor* is not be entitled to recover from the *Employer* any sum paid by way of excess or deductible under the insurances whether under the terms of this contract or otherwise.

Insert a new sub-heading for clause 84.2 as follows:

"Contractor's All Risks insurance"

Delete clause 84.2 and the Insurance Table, and substitute:

84.2.1 The *Contractor* takes out and maintains *Contractor's* "All Risks" insurance under which the *Contractor*, the *Employer* and the Operator are insured each for their respective rights and interests in the contract.

84.2.2 The insured property comprises the permanent works, the temporary works, Plant and Materials, goods and equipment for incorporation in the works and all other property (excluding constructional plant, tools, accommodation and equipment belonging to or the responsibility of the *Contractor* or its Subcontractors) used or for use in connection with the works.

84.2.3 Insurance cover is for "All Risks" of physical loss, damage or destruction to the insured property unless otherwise excluded.

84.2.4 The sum insured is, at all times, an amount not less than the full reinstatement or replacement value of the insured property, plus provision to include cover features and extensions as appropriate.

84.2.5 The maximum deductible will not exceed [REDACTED]

(DE5 design improvement exclusion) each and every occurrence for defective design, Plant and Materials and workmanship, and in respect of all other occurrences

84.2.6 The territorial limits are the United Kingdom including offsite storage and during inland transit.

84.2.7 The period of insurance is from the Contract Date until Completion, and thereafter in respect of defects liability until either the *defects date*, or the Defects Certificate is issued, or a termination certificate is issued, whichever is the later.

84.2.8 Cover features and extensions include:

- terrorism;
- additional costs of completion clause;
- professional fees clause;
- debris removal clause;
- seventy two (72) hour clause;
- European Union local authorities clause;
- free issue materials clause;
- ten percent (10%) escalation clause;
- automatic reinstatement of sum insured clause;
- loss minimization;
- plans and specifications clause;
- guarantee maintenance or extended maintenance to the extent available;
- payments on account;
- temporary repairs;
- offsite storage and repairs;
- fire joint code of practice; and
- multiple insured clause incorporating the *Employer* and *Operator* as co-insured parties with attendant non vitiation, waiver of subrogation and notice of cancellation provisions.

84.2.9 Principal exclusions include:

- war and related perils;
- nuclear/radioactive risks;
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- wear, tear and gradual deterioration;
- consequential financial losses;
- cyber risks;
- inventory losses, fraud and employee dishonesty; and
- faulty design, workmanship and materials (DE5 design improvement exclusion or LEG3 london engineering group model design improvement exclusion).

84.2.10 All insurance proceeds received under the Contractor's "All Risks" insurance will be applied to repair, reinstate and replace each part, or parts, of the insured works, Plant and Materials in respect of which the proceeds were received.

Insert a new sub-heading for clause 84.3 as follows:
"Third party public and products liability insurance"

Insert new clauses 84.3 as follows:

84.3.1 The *Contractor* takes out and maintains third party public and products liability insurance under which the *Contractor*, the *Employer*, the *Operator* and *Network Rail* are insured each for their respective rights and interests in the contract.

84.3.2 Under the third party public and products liability insurance each of the insured parties is indemnified in respect of all sums that each insured party may become legally liable to pay, whether contractually or otherwise, (including claimant's costs and expenses) as damages in respect of accidental:

- death or bodily injury, illness or disease contracted by any person, and/or
- loss or damage to property,

happening during the period of insurance (which is specified in clause 84.3.6) and arising out of or in connection with this contract.

84.3.3 The limit of indemnity is not less than [REDACTED] in respect of any one occurrence, the number of occurrences being unlimited during the annual period of insurance, but in the annual aggregate in respect of products or pollution liability.

84.3.4 The maximum deductible is [REDACTED] for each and every occurrence of property damage. For personal injury claims there is no deductible.

84.3.5 The territorial limits are United Kingdom and elsewhere in the world in respect of non-manual visits.

84.3.6 The period of insurance is from the Contract Date until Completion, and thereafter in respect of defects liability until either the *defects date*, or the Defects Certificate is issued, or a termination certificate is issued, whichever is the later.

84.3.7 The cover features and extensions include:

- indemnity to principals clause;
- cross liability clause;
- contingent motor vehicle liability;
- legal defence costs;
- health & Safety at Work Act(s) clause;
- data Protection Act clause;
- defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007; and
- multiple insured clause incorporating the *Employer*, the *Operator* and *Network Rail* as co-insured parties with attendant non vitiation, waiver of subrogation and notice of cancellation provisions.

84.3.8 The principal exclusions include:

- war and related perils;
- nuclear risks;
- liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment;
- liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of

<p>[During the PCSA Phase (the period described in clause 2.1 of the PCSA) the parties' respective insurance advisors will review clause 84.4 (Professional Indemnity Insurance) and identify any issues regarding market availability of the specified requirements. During contract workshops held during the PCSA Phase the parties will discuss and agree how to resolve any issues that are identified.]</p> <p>[At Contract Award the Preferred Bidder will confirm the maximum deductible]</p>	<p>such vehicles;</p> <ul style="list-style-type: none"> • liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured parties; • liability in respect of loss or damage to property in the care, custody and control of the insured parties; • events more properly covered under a professional indemnity insurance policy; • liability arising from the ownership, possession or use of any aircraft or marine vessels; • liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence; • losses indemnified under the Contractor's "All Risks" insurance policy (effected in accordance with clause 84.2); • cyber risks; and • liability arising from asbestos. <p>Insert a new sub-heading for clause 84.4 as follows: "Professional Indemnity Insurance"</p> <p>Insert new clauses 84.4 as follows:</p> <p>84.4.1 The Contractor takes out and maintains Professional Indemnity insurance under which the Contractor is insured.</p> <p>84.4.2 The Professional Indemnity insurance cover indemnifies the Contractor for all sums which he will become legally liable to pay (including claimants costs and expenses) as a result of any claim, or claims, first made against the Contractor during the period of insurance (which is specified in clause 84.4.6) by reason of any act, error and/or omission arising from or in connection with this contract.</p> <p>84.4.3 The limit of indemnity is not less than [REDACTED] in respect of any one claim and in the annual aggregate during the period of insurance (which is specified in clause 84.4.6) plus unlimited reinstatements.</p> <p>84.4.4 The maximum deductible is not to exceed [REDACTED] each and every claim.</p> <p>84.4.5 The territorial limits are the United Kingdom.</p> <p>84.4.6 The period of insurance is from the Contract Date until twelve (12) years after Completion.</p> <p>84.4.7 The cover features and extensions include:</p> <ul style="list-style-type: none"> • loss of documents and computer records extension; and • legal liability assumed under contract, duty of care agreements and collateral warranties. <p>84.4.8 The principal exclusions include:</p> <ul style="list-style-type: none"> • war and related perils; • nuclear/radioactive risks; and • bodily injury, sickness, disease or death sustained by any employee. <p>Insert a new sub-heading for clause 84.5 as follows: "Policies to be taken out as required by United Kingdom law"</p>
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		<p>Insert new clauses 84.5 as follows:</p> <p>84.5.1 The <i>Contractor</i> is required to meet its statutory insurance obligations in full. The <i>Contractor</i> takes out and maintains insurances required to comply with all statutory requirements including, but not limited to, employers' liability insurance and motor third party liability insurance.</p> <p>84.5.2 The limit of indemnity for the employers' liability insurance is [REDACTED] any one occurrence inclusive of costs, the number of occurrences being unlimited during the period of insurance, or such greater amount as is required by the applicable law for the duration of the contract, or such greater period as is required by law.</p> <p>84.5.3 Statutory insurances taken out and maintained by the <i>Contractor</i> will contain an indemnity to principals clause in respect of claims made against the <i>Employer</i> arising out of the performance of the <i>Contractor</i> of its duties under this contract.</p> <p>84.5.4 Statutory insurances taken out and maintained by the <i>Contractor</i> will be maintained from the first access date until either the date that the Defects Certificate is issued, or the date that a termination certificate is issued.</p>
Z24		<p>Insurance policies</p> <p>Delete clause 85.1 and substitute:</p> <p>85.1 For all of the insurances required to be effected by the <i>Contractor</i> under clause 84, the <i>Contractor</i> will provide, on request, to the <i>Project Manager</i> evidence, in a form reasonably satisfactory to the <i>Project Manager</i>:</p> <ul style="list-style-type: none"> • of such insurances; • that the premiums payable under such insurances have been paid; • that such insurances are in full force and effect; and • that such insurances satisfy the requirements of clause 84. <p>Delete clause 85.2 and substitute:</p> <p>85.2 The <i>Contractor</i> submits to the <i>Project Manager</i> for acceptance certified copies of the evidence required under clause 85.1 within two (2) weeks of a written request from the <i>Project Manager</i>, and within two (2) weeks of the relevant insurance policy renewal date. A reason for not accepting the evidence is that it does not comply with clause 85.1. Acceptance of the evidence submitted does not change:</p> <ul style="list-style-type: none"> • the <i>Contractor's</i> responsibility to effect the insurances required under clause 84, or • the <i>Contractor's</i> liability under this contract. <p>Delete clause 85.3 and substitute:</p> <p>85.3 If the insurers purport to cancel, suspend or terminate the insurances required to be effected by the <i>Contractor</i> under clause 84, the <i>Contractor</i> takes all reasonable steps to procure that the insurers will notify the <i>Contractor</i> in writing, as soon as is reasonably practicable, in the event of any such proposed suspension, cancellation or termination. On receipt of any such notification from insurers, the <i>Contractor</i> notifies the <i>Project Manager</i> immediately in writing of any proposed suspension, cancellation or termination.</p>

		<p>Insert new clause 85.5:</p> <p>85.5.1 The <i>Contractor</i> promptly notifies to insurers any matter arising from, or in relation to, this contract from which he may be entitled to claim under any of the insurances required to be effected by the <i>Contractor</i> under clause 84.</p> <p>85.5.2 Except for circumstances in which the <i>Employer</i> is the claimant party, and without limiting the provisions of this contract, the <i>Contractor</i> notifies the <i>Project Manager</i> immediately:</p> <ul style="list-style-type: none"> • of any incident or circumstances which may give rise to any claim under any of the insurances required to be effected by the <i>Contractor</i> under clause 84 that amounts to, or is in [REDACTED] and • of any incident or circumstances which may give rise to any claim in connection with this contract that may exceed the limits of the insurances required to be effected by the <i>Contractor</i> under clause 84. <p>Such notification is to be accompanied by reasonable particulars of the incident or circumstances giving rise to such claim.</p>
Z25		<p>If the <i>Contractor</i> does not insure</p> <p>Delete clause 86.1 and substitute:</p> <p>86.1 If the <i>Contractor</i> is in breach of clause 84.1.1 the <i>Employer</i> may pay (at its option) any premiums required to keep the insurances that the <i>Contractor</i> is required to maintain in full force and effect, or itself procure such insurances (or equivalent insurance cover). In either case, the <i>Employer</i> will recover such premiums from the <i>Contractor</i> on written demand, together with all reasonable expenses incurred in procuring such insurances.</p>
Z26		<p>Reasons for termination</p> <p>The termination table in sub-clause 90.2 is modified as follows:</p> <p>In the column with the heading "Reason" delete "R1-R15 or R18" and substitute:</p> <p style="text-align: center;">R1-R15 or R18 or R22 or R23 or R24</p> <p>In clause 91.1 delete the tenth bullet point (R8) and substitute:</p> <ul style="list-style-type: none"> • had an Administrator appointed under the Insolvency Act 1986 (R8), <p>Delete clause 91.7 and substitute:</p> <p>91.7 The <i>Employer</i> may terminate if an event occurs which</p> <ul style="list-style-type: none"> • stops the <i>Contractor</i> completing the works or • stops the <i>Contractor</i> completing the works by the date shown on the Accepted Programme and is forecast to delay Completion by more than 13 weeks, <p>including without limitation:</p> <ul style="list-style-type: none"> ○ acts of God, flood, drought, earthquake or other natural disaster; ○ terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; ○ nuclear, chemical or biological contamination or sonic boom; ○ any law or any action taken by a government or public authority,

		<p>including without limitation imposing export or import restriction, quota or prohibition; and</p> <ul style="list-style-type: none"> o a state of emergency declared by the UK government due to a pandemic or epidemic; <p>and which</p> <ul style="list-style-type: none"> • neither Party could prevent, • does not result from a breach of contract by the <i>Contractor</i>, and • an experienced contractor would have judged at the Contract Date to have such a small chance of occurring that it would have been unreasonable for him to have allowed for it (R21). <p>Insert new clause 91.8 as follows:</p> <p>91.8 The <i>Employer</i> may terminate if a Contractor Party, or Contractor Personnel, commits or attempts to commit a Prohibited Act of the type defined in clause Z42 (R22).</p> <p>Insert new clause 91.9 as follows:</p> <p>91.9 The <i>Employer</i> may terminate if a conflict notified pursuant to clause Z44 is not resolved to the <i>Employer's</i> satisfaction within the period of time agreed in writing by the <i>Project Manager</i> (R23).</p> <p>Insert new clause 91.10 as follows:</p> <p>91.10 The <i>Employer</i> may terminate in accordance with clause Z41 (R24).</p>
Z27		<p>Option W2</p> <p>In clause W2.1 insert new paragraph W2.1(3) as follows:</p> <p>W2.1(3) Subject to a Party's right to refer a dispute to the <i>Adjudicator</i> at any time, each Party promptly notifies the other of any matter that appears likely to give rise to a dispute or difference. Within one week of such notification the persons nominated in the Contract Data under Level One will attend a meeting to negotiate the dispute or difference using good faith. If the notified dispute or difference is not resolved within one week of the date of a Level One meeting, the dispute or difference is elevated up without delay to the persons nominated in the Contract Data under Level Two. Within one week of the dispute's elevation, a meeting to negotiate the dispute or difference using good faith will be attended by the persons nominated in the Contract Data under Level Two. If a dispute or difference cannot be resolved by direct negotiations held in accordance with this clause W2.1(3), each Party gives serious consideration to any request by the other party to refer the dispute to mediation.</p> <p>In clause W2.3 insert a new paragraph W2.3(13) as follows:</p> <p>W2.3(13) The <i>Contractor</i> ensures that any contract with a Subcontractor contains provisions that are similar to those in this Option W2, particularly allowing for joinder of related adjudications as between the <i>Employer</i>, <i>Contractor</i> and any Subcontractor.</p>
Z28		<p>X13: Performance Bond</p> <p>In clause X13.1 delete the second sentence and substitute:</p>

		A reason for not accepting the bank or insurer is that its commercial position is not strong enough, in the reasonable opinion of the <i>Project Manager</i> , to carry the performance bond.
Z29		<p>X16: Retention</p> <p>Delete clause X16.1 and substitute:</p> <p>From the start of the Retention Period an amount is retained in each amount due. Until the earlier of</p> <ul style="list-style-type: none"> • Completion of the whole of the works and • the date on which the <i>Employer</i> takes over the whole of the works <p>the amount retained is the retention percentage applied to the Price for Work Done to Date.</p> <p>Insert new clauses X16.3 to X16.10 inclusive as follows:</p> <p>X16.3 For the purposes of this clause X16 the following additional definition applies: Retention Period: the period commencing twelve (12) months before the <i>completion date</i> and ending on the <i>defects date</i>.</p> <p>X16.4 The <i>Employer</i> and the <i>Contractor</i> agree that, in lieu of retention pursuant to clauses X16.1, X16.2 and X16.3, the <i>Contractor</i> will, no later than twelve (12) months before the <i>completion date</i>, procure the execution and delivery of a retention bond in favour of the <i>Employer</i> in the form set out in the Works Information.</p> <p>X16.5 The retention bond will be provided by a bank or insurer which the <i>Project Manager</i> has accepted. A reason for not accepting the bank or insurer is that its commercial position is not strong enough, in the reasonable opinion of the <i>Project Manager</i>, to carry the retention bond.</p> <p>X16.6 The amount of the retention bond amount is no less than [].</p> <p>[At Contract Award the <i>Employer</i>, at his sole discretion, will set the amount of the retention bond. Tenderers are required to submit a price for a bond of two million (£2,000,000) and a bond of two million five hundred thousand pounds (£2,500,000)]</p> <p>X16.7 The <i>Contractor</i> will maintain the retention bond for the duration of the Retention Period.</p> <p>X16.8 The <i>Employer</i> and the <i>Contractor</i> agree that if the <i>Contractor</i> fails to procure the execution and delivery of, or to maintain a retention bond pursuant to this clause X16, the <i>Employer</i> will be entitled to deduct and retain retention amounts in accordance with clause X16.1 and clause X16.2. The <i>Employer</i> is under no fiduciary obligation in respect of the amount retained and is under no obligation to place an amount equivalent to the amount retained in any bank account.</p> <p>X16.9 If the <i>Contractor</i> subsequently procures the execution and delivery of a retention bond, or evidence acceptable to the <i>Project Manager</i> that a retention bond is being maintained, the <i>Employer</i> will release to the <i>Contractor</i> any retention amounts retained during the period of failure within five (5) weeks of the assessment date subsequent to the delivery or restoration of the retention bond.</p> <p>X16.10 If the <i>Employer</i> is entitled to make a demand under the performance bond</p>

		given by the <i>Contractor</i> pursuant to clause X13 as well as the retention bond executed and delivered pursuant to clause X16, the <i>Employer</i> will have first recourse to the retention bond.
Z30		<p>X18: Limitation of liability</p> <p>Delete clause X18.1.</p> <p>Delete clause X18.2.</p> <p>Delete clause X18.3.</p> <p>Delete clause X18.4 and substitute:</p> <p>X18.4 The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to the amount stated in the Contract Data and applies in contract, tort or delict or otherwise to the extent allowed under the law of the contract. Such limit on the <i>Contractor's</i> total liability will not exclude or limit the <i>Contractor's</i> liability for:</p> <ul style="list-style-type: none"> • death or personal injury caused by the <i>Contractor's</i> negligence, • fraud or fraudulent misrepresentation, or • wilful default. <p>The excluded matters are amounts payable by the <i>Contractor</i> as stated in this contract for:</p> <ul style="list-style-type: none"> • loss of or damage to the <i>Employer's</i> property, • loss of or damage to third party property, and • death of or bodily injury to a person other than an employee of the <i>Contractor</i>.
Z31	<p>Z31.1</p> <p>Z31.2</p>	<p>Assignment</p> <p>The <i>Contractor</i> does not assign his interest in, or any rights arising under, this contract without the consent of the <i>Employer</i>.</p> <p>The <i>Employer</i> may assign, charge or transfer his interest in this contract, or any rights arising under it, at any time without the consent of the <i>Contractor</i>. The <i>Employer</i> notifies the <i>Contractor</i> of any such assignment, charge or transfer.</p>
Z32	<p>Z32.1</p> <p>Z32.2</p>	<p>Third Party Agreements</p> <p>Prior to the date of this contract, the <i>Employer</i> has supplied the <i>Contractor</i> with a copy of the Third Party Agreements. The <i>Contractor</i> acknowledges that it has had the opportunity to review and inspect the Third Party Agreements. The <i>Contractor</i> is deemed to be fully aware of the obligations, risks and liabilities assumed by the <i>Employer</i> under the Third Party Agreements.</p> <p>The <i>Contractor</i> warrants and undertakes that it will exercise reasonable skill, care and diligence to ensure that no act, omission, neglect or default on its part will</p> <ul style="list-style-type: none"> • cause or contribute to any breach by the <i>Employer</i> of any of its obligations, or • give rise to any liability of the <i>Employer</i>, or • lead to any diminution or loss of any rights, entitlements or benefits of the <i>Employer</i>, <p>under any Third Party Agreement.</p> <p>The <i>Contractor</i> takes all reasonable steps to ensure that no act or neglect or default</p>

[Copies of Third Party Agreements (subject to contract) are appended to the Works Information]

	<p>Z32.3 or omission on the part of any Subcontractor, in relation to the performance by the <i>Contractor</i> of its obligations under this contract, will</p> <ul style="list-style-type: none"> • cause or contribute to any breach by the <i>Employer</i> of any of its obligations, or • give rise to any liability of the <i>Employer</i>, or • lead to any diminution or loss of any rights, entitlements or benefits of the <i>Employer</i>, <p>under any Third Party Agreement.</p> <p>Z32.4 The <i>Contractor</i> is liable to the <i>Employer</i> for each and every liability or loss, or both, that the <i>Employer</i> suffers or incurs by reason of any breach by the <i>Contractor</i> of this clause Z32.</p> <p>Z32.5 If a Third Party Agreement is varied after the Contract Date, such variation is deemed to be a change to the Works Information.</p>
Z33	<p>Design team novation</p> <p>Within one week of receipt of a written request from the <i>Project Manager</i>, the <i>Contractor</i> will execute and deliver a deed of novation, which is to be entered into by the <i>Employer</i>, the <i>Contractor</i> and Populous Limited (Company No. 2133361). Such deed of novation will take the form set out in the Works Information.</p>
Z34	<p>Contractor's collateral warranties</p> <p>Within one week of receipt of a written request from the <i>Project Manager</i> (or such longer period as agreed in writing by the <i>Project Manager</i>), the <i>Contractor</i> will execute and deliver deeds of collateral warranty in favour of</p> <ul style="list-style-type: none"> • Network Rail, and • the Operator, and • any purchaser, or tenant, who has acquired (or will acquire) any interest in or over the works. <p>Such deeds of collateral warranty will take the form set out in the Works Information.</p>
Z35	<p>Tender commitments</p> <p>Z35.1 The commitments made by the <i>Contractor</i> in its tender for the contract, which are recorded in the Works Information, are binding contractual undertakings (and <i>additional conditions of contract</i>).</p> <p>Z35.2 The <i>Project Manager</i> will regularly monitor and review the <i>Contractor's</i> performance by reference to the tender commitments recorded in the Works Information.</p> <p>Z35.3 The initial performance review by the <i>Project Manager</i> will take place no later than three (3) months after the <i>starting date</i>. Subsequent performance reviews will take place during monthly progress meetings.</p> <p>Z35.4 The <i>Contractor</i> will provide information to the <i>Project Manager</i> on an open book basis, as the <i>Project Manager</i> may reasonably require, that demonstrates that the tender commitments are being met.</p> <p>Z35.5 If the <i>Contractor</i> fails to comply the tender commitments, the <i>Project Manager</i> may issue a notice to the <i>Contractor</i> specifying the breach. Within two (2) weeks of the date of issue of such notice, the <i>Contractor</i> will submit to the <i>Project Manager</i> proposals for rectification of the breach, which will include details of how re-occurrence of breaches of a similar nature will be avoided.</p> <p>Z35.6 The <i>Project Manager</i> may instruct the <i>Contractor</i> to attend tender commitments</p>

		meetings. Such meetings will be attended by the persons nominated in the Contract Data. During such meetings the <i>Contractor's</i> proposals for rectification of the breaches will be considered and, if appropriate, a remedial plan will be formulated and agreed.
	Z35.7	The <i>Contractor</i> implements all remedial plans without delay.
Z36		Confidentiality
	Z36.1	<p>For the purposes of clause Z36 and clause Z37 the following additional definitions apply:</p> <p>Confidential Information: means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the <i>Contractor</i>, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential, including Commercially Sensitive Information. Notwithstanding the foregoing, Confidential Information shall not include information which:</p> <ul style="list-style-type: none"> a) is known or open to the public or otherwise in the public domain at the time of disclosure; b) becomes part of the public domain disclosure by any means except breach of this contract by <i>Contractor</i>, or breach of a similar confidential information clause by Subcontractor under the <i>Contractor's</i> control; c) is already known to <i>Contractor</i> at the time of disclosure; d) is obtained by the <i>Contractor</i> from any third party who has a lawful right to disclose it and who obtained it (directly or indirectly) from some source other than the <i>Employer</i> or a third party for whom the <i>Employer</i> is performing work; or e) has been in the possession of <i>Contractor</i> as a result of the disclosure under this contract for a period of no less than five (5) years from the Contract Date. <p>Commercially Sensitive Information: means information of a commercially sensitive nature relating to the <i>Contractor</i>, its intellectual property rights or its business or which the <i>Contractor</i> has indicated to the <i>Employer</i> that, if disclosed by the <i>Employer</i>, it would cause the <i>Contractor</i> significant commercial disadvantage or material financial loss.</p>
	Z36.2	The <i>Contractor</i> ensures that neither he nor his employees, servants or agents, without the written consent of the <i>Employer</i> , make use of, or disclose to any other person (other than in accordance with his obligation to Provide the Works, or as may be required by law) any Confidential Information provided by the <i>Employer</i> pursuant to this contract, or which may come into the possession or knowledge of the Contractor (or of any of his employees, servants or agents) by virtue of this contract. The Confidential Information defined in clause Z36.1 is confidential to the <i>Employer</i> . The Contractor (and his employees, servants and agents) are bound by this clause Z36 during the period of this contract and at all times thereafter.
	Z36.3	The <i>Contractor</i> indemnifies and keeps indemnified the <i>Employer</i> against all actions, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the <i>Contractor</i> of this clause Z36. Such indemnity is without prejudice to any other rights of the <i>Employer</i> .
	Z36.4	The <i>Contractor</i> maintains as confidential at all times and does not divulge by any means of communication (whether oral, written, digital or by some other means) any

		information supplied by the <i>Employer</i> , or produced for the <i>Employer</i> by the <i>Contractor</i> in accordance with this contract.
	Z36.5	The <i>Contractor</i> does not without the consent of the <i>Employer</i> publish, discuss or issue alone, or in conjunction with any other person, any articles, press releases, or other information relating to the <i>works</i> .
	Z36.6	The provisions of this clause Z36 survive indefinitely following the expiry of this contract.
Z37		<p>Freedom of Information</p> <p>For the purposes of clause Z37 the following additional definitions apply:</p> <p>Environmental Information Regulations: the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant government department in relation to such regulations.</p> <p>FOIA: the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.</p> <p>Information: has the meaning given under section 84 of FOIA.</p> <p>Request for Information: a request for information, or an apparent request, under the Code of Practice on Access to Government Information, or FOIA, or the Environmental Information Regulations, or any other applicable legislation governing access to information.</p> <p>Sub-Contract: any contract or agreement, or proposed contract or agreement, between the <i>Contractor</i> and a Subcontractor.</p> <p>Z37.2 The <i>Contractor</i> acknowledges that the <i>Employer</i> is subject to legal duties that may require the release of information under the FOIA, or the Environmental Information Regulations, or any other applicable legislation or code governing access to information. The <i>Contractor</i> will assist and co-operate with the <i>Employer</i> (at the <i>Contractor's</i> expense) to enable the <i>Employer</i> to comply with these Information disclosure requirements.</p> <p>Z37.3 The <i>Contractor</i> will procure, and will procure that its Subcontractors will:</p> <ul style="list-style-type: none"> • transfer the Request for Information to the <i>Employer</i> as soon as practicable after receipt and in any event within three (3) days of receiving a Request for Information; • provide the <i>Employer</i> with a copy of all Information in its possession or power in the form that the <i>Employer</i> requires within three (3) days (or such other period as the <i>Employer</i> may specify) of the <i>Employer</i> requesting that Information; and • provide all necessary assistance as reasonably requested by the <i>Employer</i> to enable the <i>Employer</i> to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of the Environmental Information Regulations. <p>Z37.4 The <i>Employer</i> will be responsible for determining at its absolute discretion whether</p>

		<p>the Commercially Sensitive Information and/or any other Information:</p> <ul style="list-style-type: none"> • is exempt from disclosure in accordance with the provisions of FOIA, or the Environmental Information Regulations, or any other applicable legislation governing access to information; • is to be disclosed in response to a Request for Information, and in no event shall the <i>Contractor</i> respond directly to a Request for Information unless expressly authorised to do so by the <i>Employer</i>.
	Z37.5	<p>The <i>Contractor</i> acknowledges that the <i>Employer</i> may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of FOIA, November 2004), be obliged under FOIA, or the Environmental Information Regulations, or any other applicable legislation governing access to information to disclose Information:</p> <ul style="list-style-type: none"> a) without consulting with the <i>Contractor</i>, or b) following consultation with the <i>Contractor</i> and having taken its views into account, <p>provided always that where sub-clause Z37.5(b) applies the <i>Employer</i> will, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the <i>Contractor</i> advance notice, or failing that, to draw the disclosure to the <i>Contractor</i>'s attention after any such disclosure.</p>
	Z37.6	<p>The <i>Contractor</i> will ensure that all Information produced in the course of this contract, or relating to this contract, is retained for disclosure and shall permit the <i>Employer</i> to inspect such records as requested from time to time.</p>
	Z37.7	<p>The <i>Contractor</i> acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the <i>Employer</i> may nevertheless be obliged to disclose Confidential Information in accordance with this clause Z37.</p>
	Z37.8	<p>Notwithstanding the obligations in this clause Z37, the <i>Contractor</i> is entitled to disclose information pursuant to a court order requiring him to do so, and will incur no liability for such disclosure.</p>
Z38		<p>Data Protection</p>
	Z38.1	<p>The <i>Contractor</i> will comply with the requirements of the Data Protection Act 1998 ("the Act") and any subordinate legislation made under the Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.</p>
	Z38.2	<p>This contract shall be interpreted on the basis that the <i>Employer</i> is the Data Controller and the <i>Contractor</i> is the Data Processor, as defined in the Act.</p>
	Z38.3	<p>Any personal and/or sensitive personal data that is disclosed or created in the performance of this contract is the property of the Data Controller, and the <i>Contractor</i> will permit the <i>Employer</i> to access to such personal data on request.</p>
	Z38.4	<p>The <i>Contractor</i> will comply with the Seventh principle of the Act and apply appropriate security measures to protect any personal data and/or sensitive data that is disclosed or created in the performance of this contract.</p>
	Z38.5	<p>The <i>Contractor</i> will take reasonable steps to ensure the reliability of its employees, servants and agents, who may have access to personal data, and use all reasonable endeavours to ensure that such persons have sufficient skills and training in the handling of personal data.</p>

	<p>Z38.6 If the <i>Contractor</i> receives a request for any personal data or information relating to the <i>Employer</i>, it will immediately notify the <i>Employer</i>. Following such notification the <i>Contractor</i> will provide the <i>Employer</i> with full cooperation and assistance in relation to any request made.</p> <p>Z38.7 When Completion is certified, or the contract is terminated, all personal or sensitive data created in the performance of this contract will be, at the <i>Employer's</i> discretion, either delivered to the <i>Employer</i> or securely destroyed.</p> <p>Z38.8 The provisions of this clause Z38 will apply during the currency of the contract and indefinitely after its expiry.</p>
Z39	<p>Audit</p> <p>Z39.1 The <i>Contractor</i> will keep and maintain until 12 years after Completion, or as long a period as may be agreed between the Parties, full and accurate records of the contract including:</p> <ul style="list-style-type: none"> • the goods, works and services provides under it, • all expenditure reimbursed by the <i>Employer</i>; and • all payments made by the <i>Employer</i>. <p>Z39.2 The <i>Contractor</i> will, on request, afford the <i>Employer</i>, or the <i>Employer's</i> representatives, access to such records as may be required in connection with this contract.</p>
Z40	<p>Equalities</p> <p>Z40.1 The <i>Contractor</i> agrees to comply with the Equalities Act 2010 throughout the life of this contract and shall not practice any form of discrimination on the grounds of colour, race, ethnic or national origins.</p> <p>Z40.2 The <i>Contractor</i> will, at all times, comply with his policies relating to equal opportunities and diversity. The <i>Contractor</i> will comply with his statutory obligations under all legislation relating to discrimination and equalities and, accordingly, will not treat any individual or group of people less favourably than others because of their age, any disability, gender (including transgender issues), sexual orientation, race, (including nationality, cultural or ethnic background) religion or belief in relation to decisions to recruit, train or promote its employees.</p> <p>Z40.3 If there should be any findings of unlawful discrimination made against the <i>Contractor</i> by any court or industrial tribunal, or an adverse finding in any formal investigation by any Equalities Commission, the <i>Contractor</i> will take appropriate steps to prevent repetition of the unlawful discrimination. The <i>Contractor</i> will also notify the <i>Project Manager</i> immediately in writing as soon as it becomes aware of any investigation or proceedings brought against the <i>Contractor</i> under any equalities legislation and keep the <i>Project Manager</i> informed of the details of any such investigation or proceedings as they develop.</p> <p>Z40.4 The <i>Contractor</i> will on request provide the <i>Project Manager</i> with details of any investigation or proceedings brought against the <i>Contractor</i>.</p> <p>Z40.5 The <i>Contractor</i> will observe as far as possible any relevant code of practice issued by any Equalities Commission from time to time and provide the <i>Project Manager</i> with such information as it may reasonably require to assess the <i>Contractor's</i> compliance with such code.</p> <p>Z40.6 In performing his obligation to Provide the Works and other activities pursuant to this</p>

		contract the <i>Contractor</i> will co-operate with the <i>Employer</i> to enable the <i>Employer</i> to fulfil its duties under any relevant equalities legislation.
	Z40.7	The <i>Contractor</i> will provide to the <i>Project Manager</i> monthly statistics relating to the composition of its workforce in a format agreed by the <i>Project Manager</i> .
	Z40.8	The <i>Contractor</i> will procure that any Subcontractor it appoints complies with this clause Z40.
Z41		Black-listing
	Z41.1	For the purposes of clause Z41. "Blacklist" means a list which: <ul style="list-style-type: none"> • contains details of persons who: (i) are or have been members of trade unions or persons who are taking part or have taken part in the activities of trade unions; and/or (ii) have incurred disapproval or suspicion or are to be boycotted or otherwise penalised; and • is compiled with the view to being used by employers or employment agencies for the purposes of discrimination in relation to recruitment or treatment of workers.
	Z41.2	Without prejudice to any other right or remedy it may possess, the <i>Employer</i> may terminate this contract by written notice with immediate effect if on or after the <i>starting date</i> there is any finding, by a court, tribunal or other public body exercising similar functions, against the <i>Contractor</i> regarding the use or compilation of a Blacklist by or on behalf of the <i>Contractor</i> , except in situations where the finding exclusively relates to activity that took place before the <i>starting date</i> and <i>Contractor</i> can demonstrate to the <i>Employer's</i> reasonable satisfaction that at and from the <i>starting date</i> Blacklists have no longer been used or compiled by or on behalf of the <i>Contractor</i> .
Z42		Prohibited Acts
	Z42.1	For the purposes of clause Z26 and Z42 the following additional definitions apply: <p>Bribery Act: means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.</p> <p>Contractor Party: means the <i>Contractor's</i> agents and contractors, including each Subcontractor.</p> <p>Contractor Personnel: means all employees, agents, consultants and contractors of the <i>Contractor</i> or of any Subcontractor.</p> <p>Prohibited Act: the following constitute Prohibited Acts:</p> <ul style="list-style-type: none"> • offering, giving or agreeing to give to any servant of the <i>Employer</i> any gift or consideration of any kind as an inducement or reward; or • for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this contract or any other contract with the <i>Employer</i>; or • for showing or not showing favour to any person in relation to this contract or any other contract with the <i>Employer</i>; • entering into this contract or any other contract with the <i>Employer</i> in connection with which commission has been paid or has been agreed to be paid by the <i>Contractor</i> or on its behalf, or to its

		<p>knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the <i>Employer</i>; or</p> <p>committing any offence:</p> <ul style="list-style-type: none"> • under the Bribery Act; • under legislation creating offences concerning fraudulent acts; • at common law concerning fraudulent acts relating to this contract or any other contract with the <i>Employer</i>; or • defrauding or attempting to defraud or conspiring to defraud the <i>Employer</i>.
	Z42.2	<p>The <i>Contractor</i>:</p> <ul style="list-style-type: none"> • will not, and will procure that the Contractor Party and the Contractor Personnel will not, in connection with this contract commit a Prohibited Act; • warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the <i>Employer</i>, or that an agreement has been reached to that effect, in connection with the execution of this contract, excluding any arrangement of which full details have been disclosed in writing to the <i>Employer</i> before execution of this contract.
	Z42.3	<p>The <i>Contractor</i> will, if requested, provide the <i>Employer</i> with any reasonable assistance, at the <i>Employer's</i> reasonable cost, to enable the <i>Employer</i> to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act.</p>
	Z42.4	<p>If any breach of clause Z42 is suspected or known, the <i>Contractor</i> must notify the <i>Employer</i> immediately. If the <i>Contractor</i> notifies the <i>Employer</i> that it suspects or knows that there may be a breach of this clause Z42, the <i>Contractor</i> must respond promptly to the <i>Employer's</i> enquiries, co-operate with any investigation, and allow the <i>Employer</i> to audit books, records and any other relevant documentation. This obligation shall continue for twelve (12) years following the expiry or termination of this contract.</p>
Z43		<p>Whistleblowing</p>
	Z43.1	<p>For the purposes of clause Z43 "malpractice" includes any fraud or financial irregularity, corruption, criminal offences, failure to comply with any legal or regulatory obligation, endangering the health or safety of any individual, endangering the environment, serious misconduct or serious financial maladministration.</p>
	Z43.2	<p>The <i>Contractor</i> will notify the <i>Employer</i> immediately of any act carried out, or omission made, by any of the <i>Employer's</i> employees, members, agents or Subcontractors, which he is aware is an act or omission that is fraudulent, dishonest, ultra vires, an abuse of process, maladministration, negligent or otherwise contrary to the general principles of good governance.</p>
	Z43.3	<p>The <i>Contractor</i> will comply with the Public Interest Disclosure Act 1998 and will establish and, where necessary, update from time to time, a whistleblowing procedure for its personnel encouraging personnel to report to the <i>Contractor</i> incidents of malpractice within the <i>Contractor</i> or the <i>Employer</i>. Such procedure will be similar, in all material respects, to the whistleblowing procedure operated by the <i>Employer</i> from time to time.</p>
	Z43.4	<p>The <i>Contractor</i> will notify the <i>Employer</i> in writing if any personnel invoke the</p>

		whistleblowing procedure and will provide details of the alleged malpractice. Without prejudice to any other rights that the <i>Employer</i> may have under this contract, the <i>Contractor</i> will comply with the <i>Employer's</i> reasonable requirements in dealing with alleged malpractice, where such malpractice affects the <i>Employer</i> .
Z44	<p>Conflict of interest</p> <p>Z44.1 The <i>Contractor</i> takes appropriate steps to ensure that neither the <i>Contractor</i>, nor his personnel, are placed in a position where (in the reasonable opinion of the <i>Employer</i>) there is, or may be, an actual conflict, or potential conflict, between the pecuniary or personal interests of the <i>Contractor</i>, or his personnel, and the duties owed to the <i>Employer</i> under the provisions of this contract.</p> <p>Z44.2 The <i>Contractor</i> promptly notifies and provides full particulars to the <i>Project Manager</i> if such conflict arises, or it is reasonably foreseeable that such conflict will arise.</p> <p>Z44.3 As soon as the <i>Contractor</i> has knowledge of a conflict notified pursuant to Z44.2, the <i>Contractor</i> takes steps immediately to address and resolve such conflict. If a notified conflict is not resolved to the <i>Employer's</i> satisfaction within the period of time agreed in writing by the <i>Project Manager</i>, the <i>Employer</i> reserves the right to terminate this contract with immediate effect. The <i>Project Manager</i> notifies the <i>Contractor</i> if the <i>Contractor's</i> obligation to Provide the Works is terminated.</p> <p>Z44.4 Any actions or steps taken by the <i>Employer</i>, or <i>Project Manager</i>, pursuant to this clause Z44 will not affect any other right or remedy under the contract, or at law.</p> <p>Z44.5 The provisions of this clause Z44 will apply during the currency of the contract and will continue to apply for twelve (12) years after its expiry.</p>	
Z45	<p>Change of Control</p> <p>Z45.1 The <i>Contractor</i> notifies the <i>Project Manager</i> as soon as he has knowledge that:</p> <ul style="list-style-type: none"> the legal form of the <i>Contractor's</i> business is changing (by demerging into two or more businesses, or merging with another business, or changing by another means), or there is a change of control of the <i>Contractor's</i> business as defined under section 1124 of the Income and Corporation Taxes Act 2010. ("Change of Control"). <p>Z45.2 The <i>Employer</i> may, for any reason whatsoever, withhold its consent to permitting any new legal entity, which forms as a result of a Change of Control, to take over <i>Contractor's</i> performance of this contract.</p> <p>Z45.3 The <i>Project Manager</i> replies within six (6) months of receipt of the <i>Contractor's</i> notification pursuant to clause Z45.1 to confirm whether the <i>Employer</i> consents to the new legal entity taking over performance. A failure by the <i>Project Manager</i> to reply within six (6) months is treated by the <i>Contractor</i> as acceptance that the new legal entity may take over the <i>Contractor's</i> performance of this contract.</p>	
Z46	<p>Schedule of Cost Components</p> <p>Z46.1 At the end of the Schedule of Costs Components insert a new heading: "Bonds 8"</p> <p>Z46.2 Under the heading Bonds 8 insert:</p>	

		<p>The following components of the cost of bonds.</p>
--	--	-------------------------------------------------------

		<p>81. Payments for</p>
--	--	-------------------------

- | | | |
|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | <ul style="list-style-type: none">• performance bond (option X13),• retention bond (clause Z29/option X16), and• off-site materials bond (clause Z20/clause 70) <p>which are to be provided or given in accordance with this contract.</p> |
|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Schedule 5, Part 4

Contract Data part two

Part two – Data provided by the Contractor

		Completion of the data in full, according to the Options chosen, is essential to create a complete contract.
Statements given in all contracts		<ul style="list-style-type: none"> The Contractor is <ul style="list-style-type: none"> Name Address The direct fee percentage is..... %. The subcontracted fee percentage is..... %. The working areas are the Site and The key people are <p><i>[Tenderers should note that the Pre-construction Services Agreement will identify key people. At Contract Award Contract Data Part Two will also identify such key people together with additional key people that the successful tenderer would like to identify]</i></p> <ul style="list-style-type: none"> (1) Name Job Responsibilities Qualifications Experience (2) Name Job Responsibilities Qualifications Experience The following matters will be included in the Risk Register <p>.....</p> <p><i>[at Contract Award the matters to be included in the Risk Register will be identified and set out here]</i></p> <p>.....</p>
Optional statements		<p>If the Contractor is to provide Works Information for his design</p> <ul style="list-style-type: none"> The Works Information for the Contractor's design is in <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>If a programme is to be identified in the Contract Data</p> <ul style="list-style-type: none"> The programme identified in the Contract Data is
		<ul style="list-style-type: none"> The activity schedule is The tendered total of the Prices is

<p>Data for Schedule of Cost Components</p>		<ul style="list-style-type: none"> • The listed items of Equipment purchased for work on this contract, with an on cost charge are <table border="0"> <tr> <td>Equipment</td> <td>time-related charge</td> <td>per time period</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>per.</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>per.</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>per.</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>per.</td> </tr> </table> • The rates for special Equipment are <table border="0"> <tr> <td>Equipment</td> <td>size or capacity</td> <td>rate</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </table> • The percentage for Working Areas overheads is %. • The hourly rates for Defined Cost of manufacture and fabrication outside the Working Areas are <table border="0"> <tr> <td>category of employee</td> <td>hourly rate</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> </table> • The percentage for manufacture and fabrication overheads is %. 	Equipment	time-related charge	per time period	per.	per.	per.	per.	Equipment	size or capacity	rate	category of employee	hourly rate
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<p>Data for both schedules of cost components</p>		<ul style="list-style-type: none"> • The hourly rates for Defined Cost of design outside the Working Areas are <table border="0"> <tr> <td>category of employee</td> <td>hourly rate</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> </table> • The percentage for design overheads is %. • The categories of design employees whose travelling expenses to and from the Working Areas are included as a cost of design of the works and Equipment done outside the Working Areas are <table border="0"> <tr><td>.....</td></tr> <tr><td>.....</td></tr> <tr><td>.....</td></tr> <tr><td>.....</td></tr> </table> 	category of employee	hourly rate																										
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Schedule 5, Part 5

The Works Information

Schedule 5, Part 6

The Site Information

Schedule 5, Part 7

The BIM Protocol – see Schedule 6

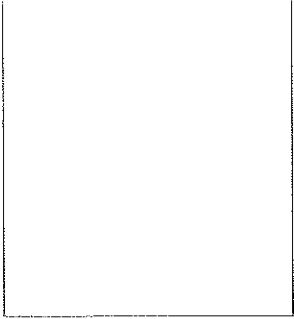
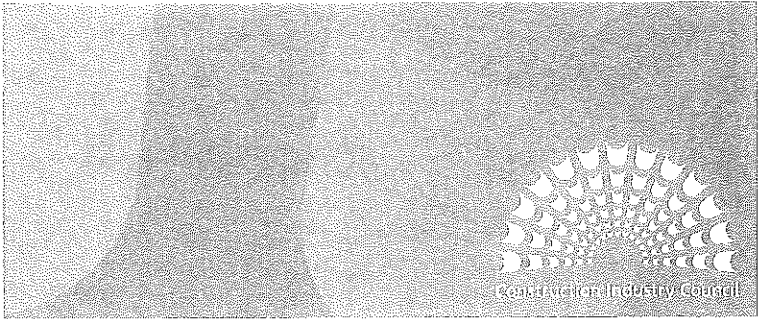
Schedule 6

BIM Protocol



Schedule 6 BIM Protocol

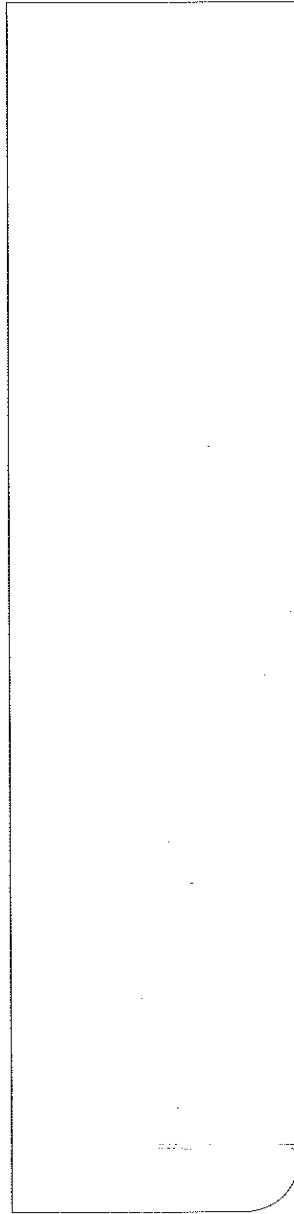
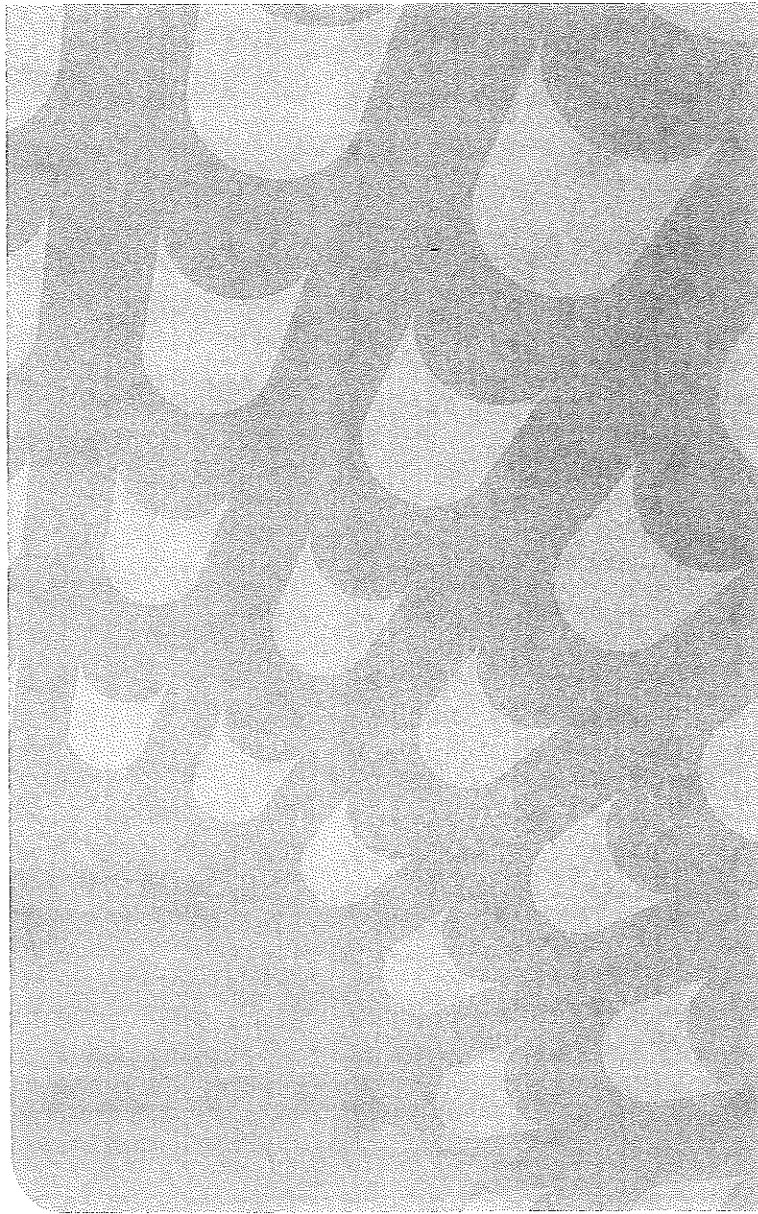




**BUILDING INFORMATION
MODEL (BIM) PROTOCOL**

CIC/BIM Pro
first edition 2013

Standard Protocol for use in projects using
Building Information Models





The CIC acknowledges the technical input and leadership provided by the BIM Task Group in support of the production of CIC BIM documentation.

The BIM Protocol has been drafted by
Beale and Company on behalf of the CIC
and the BIM Task Group

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Construction Industry Council

BUILDING INFORMATION MODEL (BIM) PROTOCOL

CIC/BIM Pro
first edition 2013

Standard Protocol for use in projects using
Building Information Models

Full members of the Construction Industry Council • Association of Building Engineers • Association of Consultant Architects • Association of Consultant Approved Inspectors • Association for Consultancy and Engineering • Association for Project Management • Association for Project Safety • British Institute of Facilities Management • British Institute of Interior Design • Building Research Establishment • Building Services Research and Information Association • Chartered Institute of Architectural Technologists • Chartered Institution of Building Services Engineers • Chartered Institute of Building • Chartered Institution of Highways & Transportation • Chartered Institute of Plumbing and Heating Engineering • Construction Industry Research and Information Association • Consultant Quantity Surveyors Association • Ground Forum • The Higher Education Academy (Built Environment Discipline) • Institution of Civil Engineers • Chartered Institution of Civil Engineering Surveyors • Institute of Clerks of Works and Construction Inspectorate • Institute of Highway Engineers • Institute of Specialist Surveyors and Engineers • Institution of Structural Engineers • Local Authority Building Control • Landscape Institute • National House-Building Council • Royal Institute of British Architects • Royal Institution of Chartered Surveyors • Royal Town Planning Institute • **Associate members** • Adjudication Society • British Association of Construction Heads • British Board of Agrément • British Standards Institute • Chartered Institute of Marketing (Construction Industry Group) • Conference on Training in Architectural Conservation • Construction Youth Trust • National Housing Federation • Society of Construction Law • SPONGE • UK Green Building Council

1. DEFINITIONS

1.1 In this Protocol unless the context otherwise requires, the following words and phrases shall have the following meanings:

- 1.1.1 **Agreement** means the agreement between the Employer and the Project Team Member to which this Protocol is attached.
- 1.1.2 **Employer** means the person appointing the Project Team Member pursuant to the Agreement and any valid assignee of the Employer's rights and obligations under this Protocol, subject to the terms of such assignment.
- 1.1.3 **Federated Model** means a Model consisting of connected but distinct individual Models.
- 1.1.4 **Information Management Role** means a role in connection with the Project which includes, inter alia, the establishment and management of the processes, protocols and procedures set out in the Information Requirements.
- 1.1.5 **Information Manager** means the person appointed, initially by the Employer, to perform the Information Management Role.
- 1.1.6 **Information Requirements** means the document attached to this Protocol at Appendix 2 setting out the way in which Models shall be produced, delivered and used on the Project, including any processes, protocols and procedures referred to therein.
- 1.1.7 **Level of Detail** means the level of detail required for a Model as specified in Appendix 1 attached to this Protocol.
- 1.1.8 **Material** means all information in any electronic medium prepared by or on behalf of the Project Team Member comprised in:
 - a the Specified Models; and
 - b the Federated Models, to the extent that these comprise Specified Models or to the extent that the Project Team Member owns any additional rights in any Federated Model,excluding any material forming part thereof which is provided to the Project Team Member by or on behalf of the Employer.
- 1.1.9 **Model** means a digital representation of part of the physical and/or functional characteristics of the Project
- 1.1.10 **Model Production and Delivery Table** means the table attached to this Protocol at Appendix 1 specifying the subject matter of each Model, the person who is to produce and deliver each Model (described in the table as "Model Originator") at each Stage and the Level of Detail for each Model at each Stage.
- 1.1.11 **Other Project Team Member** means any person having responsibilities in relation to the production, delivery and/or use of Models and appointed by the Employer in relation to the Project, excluding the Project Team Member.
- 1.1.12 **Permitted Purpose** means a purpose related to the Project (or the construction, operation and maintenance of the Project) which is consistent with the applicable Level of Detail of the relevant Model (including a Model forming part of a Federated Model) and the purpose for which the relevant Model was prepared.
- 1.1.13 **Project** means the project to which the Agreement relates.
- 1.1.14 **Project Agreement** means any agreement entered into between the Employer and an Other Project Team Member in relation to the Project.
- 1.1.15 **Project Team Member** means the person appointed by the Employer pursuant to the Agreement.

- 1.1.16 **Project Team Models** means any Models which Other Project Team Members produce and deliver as specified in the Model Production and Delivery Table and any Federated Models (or any part thereof) produced and delivered by Other Project Team Members.
- 1.1.17 **Protocol** means this building information modelling protocol including Appendix 1 and 2.
- 1.1.18 **Specified Models** means the Model or Models which the Project Team Member is to produce and deliver as specified in the Model Production and Delivery Table.
- 1.1.19 **Stage** shall have the meaning stated in Appendix 1.

2. PRIORITY OF CONTRACT DOCUMENTS

- 2.1 This Protocol forms part of the Agreement. In the event of a conflict or inconsistency between the terms of this Protocol and any other documents contained in and/or forming part of the Agreement, except where the Protocol states otherwise, the terms of this Protocol shall prevail.
- 2.2 In the event of any conflict or inconsistency between a Model prepared and delivered in accordance with this Protocol and any document or information extracted from such Model, except where the Information Requirements states otherwise, the Model shall prevail.

3. OBLIGATIONS OF THE EMPLOYER

3.1 The Employer shall:

- 3.1.1 arrange for a protocol in substantially the same terms as this Protocol and for the obligations set out herein to be incorporated into all Project Agreements; and
- 3.1.2 save to the extent that such obligations are within the scope of the Project Team Member's obligations under any other part of the Agreement:
 - a ensure that until the end of the Project the Information Requirements and the Model Production and Delivery Table are reviewed and updated at each Stage; and
 - b ensure that the appointment of the Information Manager shall be changed or renewed as necessary to ensure that there is at all times until the end of the Project a person performing the Information Management Role.

4. OBLIGATIONS OF THE PROJECT TEAM MEMBER

4.1 The Project Team Member shall:

- 4.1.1 produce the Specified Models (excluding any material forming part of the same which is provided to the Project Team Member by or on behalf of the Employer) to the Level of Detail specified in the Model Production and Delivery Table using the level of skill and care required under the Agreement; and
- 4.1.2 subject to events outside its reasonable control, (including the acts or omissions of the Employer, Other Project Team Members and any third party but excluding the Project Team Member's sub-contractors), use reasonable endeavours to:
 - a deliver the Specified Models at the Level of Detail specified in the Model Production and Delivery Table at the Stage specified therein and in accordance with the Information Requirements;
 - b use the Project Team Models in accordance with any procedures therefor in the Information Requirements; and
 - c comply with the Information Requirements; and
- 4.1.3 arrange for this Protocol to be incorporated into any sub-contracts that it enters into in relation to the Project to the extent required to enable the Project Team Member to comply with this Protocol.

5. ELECTRONIC DATA EXCHANGE

- 5.1 Without prejudice to the Project Team Member's obligations under this Protocol and the Agreement, the Project Team Member does not warrant, expressly or impliedly, the integrity of any electronic data delivered in accordance with this Protocol.
- 5.2 The Project Team Member shall have no liability to the Employer in connection with any corruption or any unintended amendment, modification or alteration of the electronic data in a Specified Model which occurs after it has been transmitted by the Project Team Member, save where such corruption, amendment, modification or alteration is a result of the Project Team Member's failure to comply with this Protocol.

6. USE OF MODELS

- 6.1 The Employer and the Project Team Member agree that any provisions in the Agreement concerning the copyright (or any other rights) in and licence to use the Material, the Federated Models, the Project Team Models, any material forming part of the Specified Models which is provided to the Project Team Member by or on behalf of the Employer and any proprietary work contained therein shall be varied to the extent necessary so that sub-clauses 6.2 to 6.8 apply to the Material, the Federated Models, the Project Team Models, any material forming part of the Specified Models which is provided to the Project Team Member by or on behalf of the Employer and any proprietary work contained therein but if there are no such provisions sub-clauses 6.2 to 6.8 shall apply.
- 6.2 Any rights (including but not limited to any copyright) subsisting in the Material and any proprietary work contained in the Material shall, as the case may be, vest or remain vested in the Project Team Member.
- 6.3 Subject to clause 6.4 and 6.5, the Project Team Member grants to the Employer a non-exclusive licence and, to the extent that the Material and any rights subsisting therein are owned by third parties, a sub-licence, (including the right to grant sub-licences on identical terms to Other Project Team Members, which shall include the right to grant sub-sub-licences on identical terms to Other Project Team Members' sub-contractors) to transmit, copy and use the Material and any proprietary work contained in the Material for the Permitted Purpose.
- 6.4 The licence and sub-licence (if any), granted in clause 6.3 may be suspended or revoked in the event of non-payment to the extent that any licence in the Agreement provides for such suspension or revocation.
- 6.5 The licence in clause 6.3 shall not include the right to:
 - 6.5.1 amend or modify the Material without the Project Team Member's written consent (not to be unreasonably withheld), save where such amendment or modification is:
 - a provided for in the Information Requirements; or
 - b made for the Permitted Purpose following the termination of the Project Team Member's employment under the Agreement; or
 - 6.5.2 reproduce any proprietary work contained in the Material for any extension of the Project.

6.6 Subject to clause 6.8 and any right of revocation contained in the licence granted to the Employer in respect of the same, the Employer grants to the Project Team Member a non-exclusive sub-licence (including the right to grant sub-sub-licences on identical terms to the Project Team Member's sub-contractors) to transmit, copy and use for the Permitted Purpose:

- 6.6.1 any material forming part of the Specified Models which is provided to the Project Team Member by or on behalf of the Employer;
- 6.6.2 the Project Team Models (and any part thereof);
- 6.6.3 any Federated Model (and any part thereof); and
- 6.6.4 any proprietary work contained in the same,

to the extent that the same or any rights subsisting therein are owned by Other Project Team Members or any other third party.

6.7 Insofar as the Employer owns:

- 6.7.1 any material forming part of the Specified Models which is provided to the Project Team Member by or on behalf of the Employer;
- 6.7.2 the Project Team Models (or any part thereof);
- 6.7.3 any Federated Model (or any part thereof);
- 6.7.4 any proprietary work contained in the same; or
- 6.7.5 any rights subsisting in any of the above,

subject to clause 6.8, the Employer grants to the Project Team Member a non-exclusive licence (including the right to grant sub-licences on identical terms to the Project Team Member's sub-contractors) to transmit copy and use the same for the Permitted Purpose.

6.8 The licence and sub-licence (if any) granted in clauses 6.6 and 6.7 shall not include the right to:

- 6.8.1 amend or modify a Model without the written consent (not to be unreasonably withheld) of the Employer or the Other Project Team Member who produced and delivered that Model (or the relevant part thereof), save where such amendment or modification is:
 - a provided for in the Information Requirements; or
 - b in respect of material produced or delivered by an Other Project Team Member, made for the Permitted Purpose following the termination of the Other Project Team Member's employment under the Agreement; or
- 6.8.2 reproduce any proprietary work contained in a Model for any extension of the Project.

6.9 The Project Team Member represents to the Employer that it has, or that it will procure, the right to grant either a licence or sub-licence in the form granted in clause 6.3 in respect of the Material and any proprietary work contained therein.

6.10 The Employer represents to the Project Team Member that it has, or that it will procure, the right to grant either a sub-licence in the form granted in clause 6.6 or a licence in the form granted in 6.7 in respect of:

- 6.10.1 the Project Team Models (and any part thereof);
- 6.10.2 any Federated Model (and any part thereof) which does not form part of the Material;
- 6.10.3 any material forming part of the Specified Models which is provided to the Project Team Member by or on behalf of the Employer; and
- 6.10.4 any proprietary work contained in the same.

7. LIABILITY IN RESPECT OF A MODEL

- 7.1 The Employer and the Project Team Member agree that any provisions in the Agreement concerning the use of the Material, the Federated Models, the Project Team Models, any material forming part of the Specified Models which is provided to the Project Team Member by or on behalf of the Employer and any proprietary work contained therein shall be varied to the extent necessary to give effect to clauses 7.2 and 7.3 but if there are no such provisions clauses 7.2 and 7.3 shall apply.
- 7.2 The Project Team Member shall have no liability to the Employer arising out of any modification or amendment to, or any transmission, copying or use of the Material, or any proprietary work contained therein, by the Employer, an Other Project Team Member, or any other third party, other than that permitted by clause 6.3.
- 7.3 The Employer shall have no liability to the Project Team Member arising out of any modification or amendment to, or any transmission, copying or use of the Project Team Models, or any material forming part of the Specified Models which is provided to the Project Team Member by or on behalf by the Employer, or any Federated Models, or any proprietary work contained in the same, sublicensed or licensed by the Employer pursuant to clauses 6.6 and 6.7, by the Project Team Member or any third party, other than that permitted by clause 6.6 or 6.7 (as applicable).

8. TERMINATION

- 8.1 Clauses 1, 2, 3, 5, 6 and 7 of this Protocol shall continue to apply following termination of the Project Team member's employment under the Agreement.

Bristol Arena

BIM Protocol Appendix 1

RIBA Plan of Work 2013 - Toolbox



Practical Tools as described in the RIBA publication Assembling a Collaborative Project Team

Royal Institute of British Architects | www.ribaplanofwork.com

This Toolbox contains practical tools as described in the RIBA publication Assembling a Collaborative Project Team which was developed in conjunction with the RIBA Plan of Work 2013, the Overview publication and the Guide to Using the RIBA Plan of Work 2013. It aligns with and supports these landmark documents, providing more detailed guidance, specific activities and focused tools that are essential for those responsible for and involved in assembling a project team. For more information on all of these publications please visit the website:

www.ribaplanofwork.com

The commencement of a project is crucial because the decisions made by the client at that point in time, and the resultant initial appointments that are made, have a fundamental impact on how the project team will subsequently be assembled. This Toolbox contains practical tools that define WHO is in the project team? and WHAT does the project team need to do? This ensures that the best possible start to the project is achieved.

WHO is in the project team?

By carefully considering the roles that are required at each stage of a project and who is best placed to undertake them, along with the core decisions on how and when the contractor will be engaged, it is possible to prepare a Project Roles Table and a Contractual Tree. The Project Roles Table will outline all core project roles required and the parties responsible and the Contractual Tree will clarify the contractual relationships between these parties. The processes involved aim to ensure that these outputs are well thought-out and robust. This allows Schedules of Services, Information Exchanges and design responsibilities to be considered in greater detail. You can prepare these using the tools below but comprehensive guidance on this process is provided in Chapter 6 of Assembling a Collaborative Project Team.

Select one of these tools below:

[Pick Lists »](#)

[Project Roles Table \(PRT\) »](#)

[Contractual Tree \(CT\) »](#)

WHAT does the project team need to do?

Defining what the project team needs to do is a fundamental element in the assembly of a collaborative project team. Once the Design Responsibility Matrix incorporating Information Exchanges and Schedules of Services have been completed, and all the documents agreed on, each member of the project team can be confident that design responsibility has been considered holistically and that they are all working towards the same client goals. More importantly, by considering these issues early on, there is less likelihood of disagreements or disputes arising and the project team is more likely to be focused on the collaborative strategies which are necessary to drive the project forward. It is recommended that the Design Responsibility Matrix is prepared at Stage 1 to ensure each parties' fees are based on agreed deliverables at each stage and on the areas of design that each party will be responsible for. This allows the allocation of design duties to design team members and also to the specialist subcontractors via the Building Contract. The Schedules of Services ensure that all tasks set out in the RIBA Plan of Work are allocated to a party set out in the Project Roles Table. Depending on the project, additional tasks may be added and not all stages may be required. You can prepare these using the tools below but comprehensive guidance on this process is provided in Chapter 7 and in the appendix of Assembling a Collaborative Project Team.

Select one of these tools below:

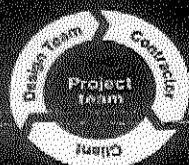
[Pick Lists »](#)

[Design Responsibility Matrix incorporating Information Exchanges \(DRM\) »](#)

Select a Schedule of Services:

Stage 0: Strategic Definition (0 - SD)
Stage 1: Preparation and Brief (1 - P&B)
Stage 2: Concept Design (2 - CD)
Stage 3: Developed Design (3 - DD)
Stage 4: Technical Design (4 - TD)
Stage 5: Construction (5 - C)
Stage 6: Handover and Close Out (6 - H&CO)
Stage 7: In Use (7 - IU)

Assembling a Collaborative Project Team



Assembling a Collaborative Project Team has been developed in conjunction with the RIBA Plan of Work 2013, the Overview publication and the Guide to Using the RIBA Plan of Work 2013. It aligns with and supports these two landmark documents, providing more detailed guidance, specific activities and the focused tools that are essential for those responsible for and involved in assembling a project team.

[Order the Book Online »](#)

Terms & Conditions

The Terms and Conditions for accessing and using the RIBA Plan of Work (the RPOW) are outlined in the website below. By accessing or using the RPOW, you are indicating that you agree to be bound by these Terms and Conditions.

www.ribaplanofwork.com/Terms.aspx











RIBA
Plan of
Work
2013

www.ribaplanofwork.com
Royal Institute of British Architects

Setup: Pick Lists

[illegible]

Project Roles Table

	0  Strategic Definition	1  Preparation and Brief	2  Concept Design	3  Developed Design	4  Technical Design	5  Construction	6  Handover and Close Out	7  In Use
Client			Bristol City Council	Bristol City Council	Bristol City Council	[Not decided]	[Not decided]	
Client adviser								
Project lead			Populous	Populous	Populous	[Not decided]	Populous	
Lead designer			Populous	Populous	Populous	[Not decided]	Populous	
Construction lead								
Architect			Populous	Populous	Populous	[Not decided]	Populous	
Associated Architect			Fielden Clegg Bradley	Fielden Clegg Bradley	Fielden Clegg Bradley	[Not decided]	Fielden Clegg Bradley	
Civil and structural engineer			Buro Happold Str	Buro Happold Str	Buro Happold Str	[Not decided]	[Not decided]	[Not decided]
Building services engineer			Buro Happold MEP	Buro Happold MEP	Buro Happold MEP	[Not decided]	[Not decided]	[Not decided]
Cost consultant								
Contract administrator								
Health and safety adviser			CPSUK	CPSUK	CPSUK	[Not decided]	[Not decided]	[Not decided]
Access consultant			Buro Happold	Buro Happold	Buro Happold	[Not decided]	[Not decided]	
Acoustic consultant			Vanguardia	Vanguardia	Vanguardia	[Not decided]	[Not decided]	[Not decided]
Archaeologist								
BREEAM assessor								
Cladding specialist								
Catering consultant								
Facilities management (FM) adviser								
Fire engineer			Buro Happold	Buro Happold	Buro Happold	[Not decided]	[Not required]	[Not required]
Highways consultant			Buro Happold	Buro Happold	Buro Happold	[Not decided]		
Information manager			Populous	Populous	Populous	[Not decided]	[Not decided]	
Interior designer			Populous	Populous	Populous	[Not decided]	[Not decided]	
Landscape architect			Populous Landscape	Populous Landscape	Populous Landscape	[Not decided]		
Lighting designer			Buro Happold MEP	Buro Happold MEP	Buro Happold MEP			
Masterplanner			[Not decided]	[Not decided]	[Not required]	[Not required]	[Not required]	
Operational lead			Populous	Populous	Populous	[Not decided]	[Not decided]	
Party wall surveyor								
Planning consultants								
Security adviser			Buro Happold	Buro Happold	Buro Happold	[Not decided]	[Not required]	
Signage designer			Populous	Populous	Populous	[Not decided]	[Not decided]	[Not decided]
Sustainability adviser			Buro Happold	Buro Happold	Buro Happold	[Not required]	[Not required]	
Technical adviser			[Not required]	[Not required]	[Not required]			
Sustainability adviser			Buro Happold	Buro Happold	Buro Happold	[Not decided]	[Not required]	
Other additional project role 2								

[illegible]

Multidisciplinary Schedule of Services

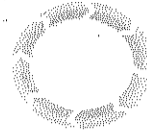
2 - Concept Design



Project role	Party	Tasks to be undertaken
All roles		Contribute to Health & Safety Strategy as required Provide information for and contribute to contents for defined milestones and end of Stage reports as required Contribute to development of Final Project Brief
Client and/or client adviser	Bristol City Council	Comment on Concept Design proposals as they progress Sign-off Concept Design and Final Project Brief Co-ordinate Client direct External Consultant Comment on Project Strategies as requested
Project lead	Populous	Monitor progress of Concept Design Collate and agree changes to the Initial Project Brief and issue Final Project Brief Review Handover Strategy and Risk Assessments with project team Prepare stage Design Programme with input from other design team members Review Project Programme and agree any changes with project team
Architect	Populous/FCBS	Comment on stage Design Programme and Cost Information Monitor and review progress and performance of project team Comment on design proposals and Project Strategies from design team members Prepare Sustainability Strategy and Maintenance and Operational Strategy with input from project team as required Comment on Cost Information Prepare architectural Concept Design in accordance with the Initial Project Brief, Design Responsibility Matrix incorporating Information Exchanges and Design Programme Liaise with Client direct External Consultants as required Support submission of Planning Application (stage 3 recommended) Undertake third party consultations and any Research and Development aspects as required Assist lead designer with preparation of stage Design Programme Provide information for preparation of Cost Information and Project Strategies
Landscape Architects	Populous	Prepare Concept Design for Landscape design in accordance with the Initial Project Brief, Design Responsibility Matrix incorporating Information Exchanges and Design Programme Assist lead designer with preparation of stage Design Programme Provide information for preparation of Cost Information and Project Strategies
Building services engineer	Buro Happold MEP	Prepare Concept Design for building services design in accordance with the Initial Project Brief, Design Responsibility Matrix incorporating Information Exchanges and Design Programme Undertake third party consultations as required and any Research and Development aspects Assist lead designer with preparation of stage Design Programme Provide information for preparation of Cost Information and Project Strategies
Civil & structural engineer	Buro Happold Str	Prepare Concept Design for structural design in accordance with the Initial Project Brief, Design Responsibility Matrix incorporating Information Exchanges and Design Programme Undertake third party consultations as required and any Research and Development aspects Assist lead designer with preparation of stage Design Programme Provide information for preparation of Cost Information and Project Strategies
Health & safety adviser	CPSUK	Develop Health and Safety Strategy including statutory requirements
All additional project roles		Prepare Concept Design for design discipline in accordance with the Initial Project Brief, Design Responsibility Matrix incorporating Information Exchanges and Design Programme Liaise with project Lead and lead designer as required Provide information as set out in the Design Responsibility Matrix incorporating Information Exchanges in accordance with Design Programme

Multidisciplinary Schedule of Services

3 - Developed Design



Project role	Party	Tasks to be undertaken
All roles		Contribute to Health & Safety Strategy as required Provide information for and contribute to contents for defined milestones and end of Stage reports as required
Client and/or client adviser	Bristol City Council	Comment on Developed Design proposals as they progress Sign-off Developed Design Comment on updated Project Strategies as requested
Project lead	Populous	Monitor progress of developing design Review updated Handover Strategy and Risk Assessments with project team Review and update Project Execution Plan Review Project Programme and agree any changes with project team Comment on stage Design Programme and Cost Information Manage Change Control process Monitor and review progress and performance of project team
Architect	Populous/FCBS	Co-ordinate and comment on design proposals and Project Strategies as they progress Update Sustainability Strategy and Maintenance and Operational Strategy with input from project team as required Prepare stage Design Programme in conjunction with other design team members Comment on Cost Information Monitor and review progress and performance of design team Prepare architectural Developed Design in accordance the Design Responsibility Matrix incorporating Information Exchanges, Design Programme and co-ordination comments from lead designer Liaise with planning authorities as required Submit Planning Application Undertake third party consultations as required and conclude any Research and Development aspects Assist lead designer with preparation of stage Design Programme Provide information for updated Cost Information and Project Strategies
Landscape Architects	Populous	Prepare Developed Design for Landscape design in accordance with the Design Responsibility Matrix incorporating Information Exchanges and Design Programme Assist lead designer with preparation of stage Design Programme Provide information for preparation of Cost Information and Project Strategies
Building services engineer	Buro Happold MEP	Prepare building services Developed Design in accordance with the Design Responsibility Matrix incorporating Information Exchanges, Design Programme and co-ordination comments from lead designer Undertake third party consultations and any Research and Development aspects as required Assist lead designer with preparation of stage Design Programme Provide information for preparation of Cost Information and Project Strategies
Civil & structural engineer	Buro Happold Str	Prepare coordinated and updated proposals for structural design in accordance with the Design Responsibility Matrix incorporating Information Exchanges and Design Programme Undertake third party consultations as required and any Research and Development aspects Assist lead designer with preparation of stage Design Programme Provide information for preparation of Cost Information and Project Strategies
Health & safety adviser	CPSUK	Update Health and Safety Strategy
All additional project roles		Prepare Developed Design for design discipline in accordance with the Initial Project Brief, Design Responsibility Matrix incorporating Information Exchanges and Design Programme Liaise with project Lead and lead designer as required Provide information as set out in the Design Responsibility Matrix incorporating Information Exchanges in accordance with Design Programme

Multidisciplinary Schedule of Services

4 - Technical Design (Design Team)



Project role	Party	Tasks to be undertaken
All roles		<ul style="list-style-type: none"> Contribute to Health & Safety Strategy as required Provide information for and contribute to contents for defined milestones and end of Stage reports as required
Client and/or client adviser	Bristol City Council	<ul style="list-style-type: none"> Comment on Technical Design proposals as requested Comment on updated Project Strategies as requested
Project lead	Populous	<ul style="list-style-type: none"> Monitor progress of developing design Review updated Handover Strategy, Project Strategies and Risk Assessments with project team Review and update Project Programme and delivery plan Comment on stage Design Programme Manage Change Control process Monitor and review progress and performance of project team
Architect	Populous/FCBS	<ul style="list-style-type: none"> Review Technical Design proposals and Project Strategies as they progress and integrate the design work specialist subcontractors in accordance with Design Programme Update Sustainability Strategy and Maintenance and Operational Strategy with input from project team as required Prepare stage Design Programme in conjunction with other design team members Monitor and review progress and performance of design team Liaise with specialist subcontractors as necessary Prepare architectural Technical Design in accordance the Design Responsibility Matrix incorporating Information Exchanges, Design Programme and comments from lead designer Submit Building Regulations Submission (Building Warrant in Scotland) Undertake third party consultations as required and conclude any Research and Development aspects Assist lead designer with preparation of stage Design Programme Provide information for update of Project Strategies Liaise with specialist subcontractors as necessary
Landscape Architects	Populous	<ul style="list-style-type: none"> Prepare Technical Design for Landscape design in accordance with the Design Responsibility Matrix incorporating Information Exchanges and Design Programme Assist lead designer with preparation of stage Design Programme Provide information for preparation of Cost Information and Project Strategies
Building services engineer	Buro Happold MEP	<ul style="list-style-type: none"> Prepare building services Technical Design in accordance with the Design Responsibility Matrix incorporating Information Exchanges, Design Programme and comments from lead designer Undertake third party consultations as required and any Research and Development aspects Assist lead designer with preparation of stage Design Programme Provide information for update of Cost Information and Project Strategies Liaise with specialist subcontractors as necessary
Civil & structural engineer	Buro Happold Str	<ul style="list-style-type: none"> Prepare Technical Design for structural design in accordance with the Design Responsibility Matrix incorporating Information Exchanges and Design Programme Undertake third party consultations as required and any Research and Development aspects Assist lead designer with preparation of stage Design Programme Provide information for update of Cost Information and Project Strategies Liaise with specialist subcontractors as necessary
Health & safety adviser	CPSUK	<ul style="list-style-type: none"> Update Health and Safety Strategy
All additional project roles		<ul style="list-style-type: none"> Prepare building services Technical Design in accordance with the Design Responsibility Matrix incorporating Information Exchanges, Design Programme and comments from lead designer Liaise with project Lead and lead designer as required Provide information as set out in the Design Responsibility Matrix incorporating Information Exchanges in accordance with Design Programme

Useful links

- 1 Uniclass2 on CPIC website <http://www.cpic.org.uk/uniclass/>
- 2 Uniclass2 on NBS website <http://www.thenbs.com/uniclass/>
- 3 BIM Gateway website <http://www.bimgateway.co.uk/>
- 4 ISO 12006-2 <http://www.thenbs.com/publicationindex/DocumentSummary.aspx?PubID=76&DocID=285902>
- 5 Labs area on BIM Task Group website <http://www.bimtaskgroup.org/task-group-labs-disclaimer/>
- 6 Level of Detail Explanations <http://bimforum.org/lod/>

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Bristol Arena

BIM Protocol Appendix 2

Contents:

1. Standards
2. Parties
 - 2.1 Bristol Arena Parties
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3. Employers Information Requirements (EIR)
 - 3.1 Common Data Environment (CDE)
 - 3.2 Software
 - 3.3 Model File Format
 - 3.4 File Naming
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4. Project Procedures
 - 4.1.1 Spatial Co-ordination
 - 4.1.2 Model approval / Information Exchange
 - 4.1.3 Archiving
 - 4.1.4 Common Data Environment Security and Access
 - 4.2 Resolution of Conflicts

1. Standards

All project design team members should be familiar with and aware of the following codes and standards. The project specific BIM procedures (BIM Execution Plan) for the development and working method for the Bristol Arena Project will be developed from and refer to the list below.

- PAS 1192-2*
- BS 1192:2007
- CIC / BIM Protocol 2013
- RIBA BIM Overlay to the RIBA Outline Plan of Work May 2012

* PAS1192-2 – The specification for information management for the capital / delivery phase of construction projects using BIM. Whilst the fundamentals of this standard will be complied with to the full ability of the design team, it should be noted that some aspects of the standard require further definition by BIM industry bodies, this work is in progress (such as the CIBSE PDT task group) but not yet fully embraced and adopted by the whole supply chain.

2. Parties

2.1 Bristol Arena Parties

The parties involved in the Bristol Arena project are:



2.2 Information Manager Role

The role of Information Manager shall be performed by the following person or persons for the following stages:



3. Employer's Information Requirements (EIR)

3.1 Common Data Environment (CDE)

The Common Data Environment for the Bristol Arena project shall be Newforma Project Centre, an integrated and comprehensive data exchange platform for managing all forms of project information.

3.2 Software

The Models shall be developed using the following versions of the following software:

Software	Version
Autodesk Revit	2015
Autodesk Navisworks	2015
Autodesk Civil 3D	2015

New versions of Autodesk Revit are released in the spring of each year. Autodesk Revit versions are not backward compatible with previous versions. Once a Revit project is saved in the current version, older versions of the software cannot open it and the file cannot be saved down to a previous version. Therefore, in the event that Autodesk releases a new version of Revit (or service pack update) during the design cycle of the project, the ENTIRE TEAM must agree to upgrade and schedule a coordinated time to upgrade.

3.3 Model file format

The models shall be delivered by the parties listed below in the following formats:

Organisation	Discipline Model(s)	File format
Populous	Architecture	.rvt (Autodesk Revit)
FCBS	Architecture	.rvt (Autodesk Revit)
Buro Happold	Structural	.rvt (Autodesk Revit)
Buro Happold	Building Services	.rvt (Autodesk Revit)
Buro Happold	Civils	.dwg (Autodesk Civil 3D)
Vanguardia	Acoustic	.rvt (Autodesk Revit)

3.4 File Naming

Model files and Drawings shall be named and numbered in accordance with BS1192:2007 as a standard. The design team will adopt any project specific model naming structure

3.5 Project Units

The units that will be used for the project shall be Metric – millimetres (mm).

3.6 Coordinate System

The coordinate system for the project will be the National Grid.

3.7 Zoning

Considerations for model zoning is discipline specific however, the BIM coordinator should be responsible for ensuring that each discipline zoning strategy is compatible with full inter-disciplinary spatial coordination.

Revit Models can become inefficient and unstable if they are allowed to get too large in size. It is advised to split a model at approximately 200MB or when a significant reduction in model performance is observed.

Full model zoning details will be established collectively by the design team.

3.8 Design Responsibility Matrix

A design responsibility matrix allocates responsibilities for each element of the design at each stage of the design development process and to what level of detail.

Refer to Appendix 1 for the Design Responsibility Matrix Incorporating Information Exchanges

3.9 Level of Detail (LOD)

The term 'level of detail' (or level of definition) refers to the level of development of a building information model (BIM) for a built asset.

The level of detail of a building information model increases as the project proceeds, often based in the first instance on existing information, then developing from a simple design intent model through to a detailed virtual construction model, then an operational model. Different aspects of the model may develop at different rates, may originate with different members of the project team, and their development may pass from the employer, to consultants, to the contractor and suppliers and ultimately back to the employer.

It is proposed to follow the BIM Forum Level of Development Specification dated April 2015/. This document provides a comprehensive explanation of the Levels of Development each discipline should strive to attain at any given stage.

For further information visit: <http://bimforum.org/loa/>

A summary of level of detail requirements and responsibility for model development has been scheduled within the RIBA plan of work for each RIBA work stage.

PAS 1192-2 (Specification for information management for the capital/delivery phase of construction projects using building information modeling.) defines two components to the level of definition:

- Levels of model detail (LOD), which relates to the graphical content of models.
- Levels of model information (LOI), which relates to the non-graphical content of models.

In fact, the two are closely aligned as it is normal for graphical and non-graphical content to develop alongside one another.

The levels of model detail and model information are generally defined for key stages of the project, at which 'data drops' (information exchanges) take place, allowing the employer to verify that project information is consistent with their requirements and enabling them to decide whether to proceed to the next stage. This is analogous to a stage report on a conventional project.

As present, there is no standardised definition for the timing of data drops or for levels of model detail and model information, other than the suggestion that they should be aligned to employer decision points and should be consistent across all appointments. This is because it is thought they will vary depending on the nature of the project. However, some very broad guidance is given in PAS 1192-2 as summarized below:

Project Milestone	Characteristics of BIM model
Brief	If a graphical model exists it is likely to have been developed from an existing asset information model. Other information might relate to existing buildings and structures (there may also be schedules of requirements).
Concept (LOD 100)	The graphical design may show massing diagrams and 2D symbols to represent generic elements.
Definition (LOD 200)	Objects are based on generic representations, and specifications and attributes allow the selection of products.
Design (LOD 300)	Objects are represented in 3D with the specification attached along with information about space allocation for operation, access, maintenance, installation and replacement.
Build and commission (LOD 400)	Generic objects are replaced with manufacturers objects, with essential information re-linked to the replacement objects and manufacturer information added. *note absence of good quality BIM objects from the supply chain may restrict delivery in areas.
Handover and close-out (LOD 500)	The model represents the as-constructed project and all necessary information is included in handover documentation, including maintenance and operation documentation, commissioning records, health and safety requirements and so on. **Inclusion of information traditionally held outside of a BIM model should be assessed with contractors

	proposals.
Operation and in-use	Performance is verified against the Employer's Information Requirements and the project brief and if changes are necessary, the model is updated. Information about maintenance, replacement dates, and so on may be added.

The LOD framework defines the following model element content requirements:

LOD 100	The Model Element may be graphically represented in the Model with a symbol or other generic representation, but does not satisfy the requirements for LOD3. Information related to the Model Element (i.e., cost per square meter, weight of HVAC, etc.) can be derived from other Model Elements.
LOD 200	The Model Element is graphically represented within the Model as a generic system, object, or assembly with approximate quantities, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.
LOD 300	The Model Element is graphically represented within the Model as a specific system, object, or assembly in terms of quantity, size, shape, location, and orientation. Non-graphic information may also be attached to the Model Element.
LOD 350	The Model Element is graphically represented within the Model as a specific system, object, or assembly in terms of quantity, size, shape, orientation, and interfaces with other building systems. Non-graphic information may also be attached to the Model Element.
LOD 400	The Model Element is graphically represented within the Model as a specific system, object or assembly in terms of size, shape, location, quantity, and orientation with detailing, fabrication, assembly, and installation information. Non-graphic information may also be attached to the Model Element.
LOD 500	The Model Element is a field verified representation in terms of size, shape, location, quantity, and orientation. Non-graphic information may also be attached to the Model Elements.

LOD Clarifications

*There is no strict correspondence between LODs and design phases. Building systems are developed at different rates through the design process – for example, design of the structural system is usually well ahead of the design of interior construction. At completion of the schematic design phase, for example, the model will include many elements at LOD 200, but will also include many at LOD 100, as well as some at LOD 300, and possibly even LOD 400.

Similarly, there is no such thing as an "LOD ____ model". As previously stated, project models at any stage of delivery will invariably contain elements and assemblies at various levels of development. As an example, it is not logical to require an "LOD 200 model" at the completion of the schematic design phase. Instead, the "schematic design model deliverable" may contain modeled elements at various levels of development.

Developed Design (*LOD 200)	
Structural Modeling Elements	
<ul style="list-style-type: none"> • Floor plates – single volume for structural zone with 'slab-edge' and FFL coordinated with architect • Cores – single volumes with coordinated overall plan shape with cut-backs and top levels coordinated with architect • Columns – all intended column locations produced in REVIT model • Foundations – modeled • Sub-structures – basement walls, slabs and ramps • No Stairs • Steel Cantilever Structure – modeled • Plant Screen – modeled 	
Architectural Modeling Elements	
<ul style="list-style-type: none"> • Overall scale of model development: 1:100 • Modeled exterior enclosure: exterior walls, exterior windows, exterior doors • Modeled roofing: roof coverings, roof openings • Modeled interior construction: partitions, interior walls, interior windows, interior doors • Modeled stairs: stair constructions • 2D annotation conveying: elevators and lifts, escalators and moving walks, other conveying systems • Details added: 2D CAD linked to Revit model 	
MEP Modeling Elements	
<ul style="list-style-type: none"> • Plant Rooms – All Plant equipment and associated flues and main runs connecting to Plant • Risers – Buro Happold to model all individual ducts, pipes and containment in Risers • Duct Runs – all main duct runs to final connections • Containment – all main runs connecting to DB boards and main Elec Switch rooms • Public Health pipework – main routes and entry to all rooms • LTHW & CHW pipework – Main routes and entry to all rooms • Small Power, Data, Security and Fire alarm – add all points in designated areas 	
I&E Modeling Elements	
<ul style="list-style-type: none"> • Utilities – not modeled – coordinated with other below ground items via 2D Cad plans 	

LOD Clarification – Technical Design (*LOD 300)	
Structural Modeling Elements	
<ul style="list-style-type: none"> • Floor plates – single volume for structural zone with ‘slab-edge’ and FFL coordinated with architect • Cores – single volumes with coordinated overall plan shape with cut-backs and top levels coordinated with architect • Columns – all intended column locations produced in REVIT model • Foundations –modeled • Sub-structures – basement walls, slabs and ramps • No Stairs • Steel Cantilever Structure – modeled • Plant Screen - modeled • Details added – 2D/3D 	
Architectural Modeling Elements	
<ul style="list-style-type: none"> • Overall scale of model development: 1:50 • Modeled exterior enclosure: exterior walls, exterior windows, exterior doors • Modeled roofing: roof coverings, roof openings • Modeled interior construction: partitions, interior walls, interior windows, interior doors • Modeled specials: special interior furniture • Stairs: stair constructions, stair finishes • Interior finishes: wall finishes, floor finishes, ceiling finishes • 2D annotation conveying: elevators and lifts, escalators and moving walks, other conveying systems • Details added: 2D CAD linked to Revit model 	
MEP Modeling Elements	
<ul style="list-style-type: none"> • Plant Rooms –All Plant equipment and associated flues and main runs connecting to Plant • Risers – Buro Happold to model all individual ducts, pipes and containment in Risers • Duct Runs –all main duct runs to final connections • Containment – all main runs connecting to DB boards and main Elec Switch rooms • Public Health pipework – main routes and entry to all rooms • LTHW & CHW pipework – Main routes and entry to all rooms • Small Power, Data, Security and Fire alarm – add all points in designated areas 	
I&E Modeling Elements	
<ul style="list-style-type: none"> • Utilities – not modeled – coordinated with other below ground items via 2D Cad plans 	

4. Project Procedures

4.1 The following protocols/procedures shall apply to the project:

4.1.1 Spatial Co-ordination

Clash coordination is the process of combining the 3D models from the architect and all consultants into an aggregated model in Autodesk Navisworks Manage, analyzing the model for specific types of spatial interferences using the Clash Detective module of Navisworks Manage, and maintaining and tracking a list of clashes found and resolved.

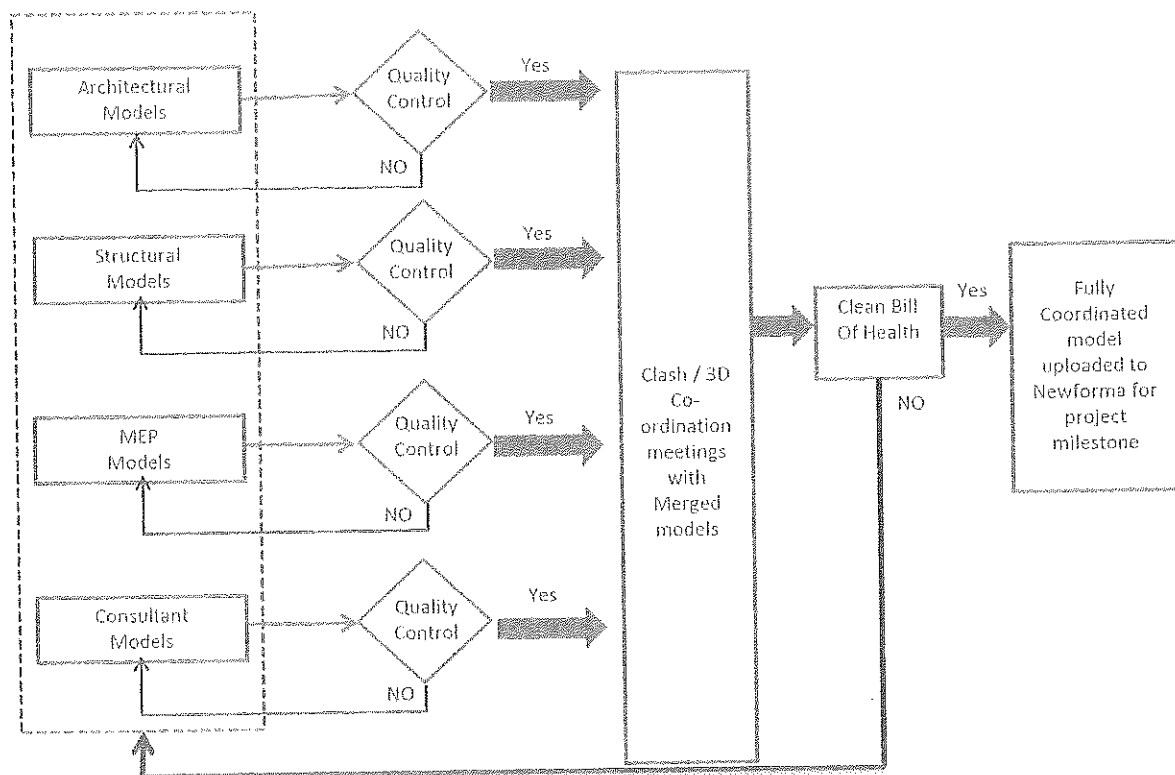
The purpose of clash coordination is to identify and resolve spatial conflicts between models that the visual 3D coordination process misses.

Prior to any project milestone, each consultant of the design team will perform internal quality control checks of their models at regular scheduled times as agreed.

All model files which have passed internal checks will be published and used for design review and 3D coordination.

Clashes are a part of normal design process which will be resolved in line with the design development at the appropriate project stage.

Below is an outline process map for quality assurance and spatial co-ordination.



4.1.2 Model Approval / Information Exchange

All parties in the design team are to make their data and model information available at varying times and stages across the lifecycle of the project using Newforma Project Center. These files should be accessible from a shared area of the project folder structure of each party. The data shall be checked and approved in line with BS1192.

- All BIM models need to be checked and approved before being transferred to the shared area.
- Sharing of models shall be carried out on a regular basis in order that other disciplines are working to the latest validated information as defined in an agreed program.
- Models should be issued in conjunction with verified 2D document submissions to minimise the risk of errors in communication.
- Model files should be issued exactly as produced with no additional merging or editing. All referenced files to be issued also.
- Alongside other project documentation all exported 2D data as required to be published in the shared area.

Publication of BIM data

Prior to the transmittal of the model, the file contents and structure need to be agreed. Sheets from the BIM shall be published to PDF, DWF or other non-editable format, where they can be checked, approved, issued and archived as traditional documents.

All drawing sheets shall be removed from the models prior to uploading to Newforma Project Center to avoid confusion over what is validated information.

For very large and complex projects it may be necessary to split the model up into zones or packages of works as agreed by the design team.

Incoming CAD and BIM Data

- All incoming CAD/BIM data shall be logged through Newforma Project Center.
- A copy of incoming CAD/BIM data shall be stored in its original format in the project shared area
- The suitability of incoming data checked prior to making it available project-wide through the project shared area.
- Published uploaded model files to the project shared folder are not to be amended or revised once in the shared folder.
- Data shall be cleansed prior to importing, referencing or linking to the main model to remove any irrelevant or extraneous data that is not approved.

4.1.3 Archiving

All approved output data from the BIM shall be stored in the archived section of the Newforma Project Center project folder, including published and superseded drawings and data.

Additionally, at key stages of the design process, a complete version of the model, exported data and associated drawing deliverables should be copied into the archive location.

4.1.4 Common Data Environment Security and Access

To maintain project data integrity and security, access rights to Newforma Project Center shall be limited to key individuals from each organisation that have been approved by the BIM Manager. Upon approval, each individual will be assigned access details and permissions that are unique to the approved individual. If the approved individual is no longer part of the design team, all access rights to Newforma Project Center will be terminated.

4.2 Resolution of Conflicts

Information extracted and transmitted will represent the current state of the design model files effective at the date the electronic file is produced. In the event that there is a discrepancy between the 2D deliverables and the design models, the 2D published deliverables will take precedent.

Schedule 7

Tender Commitments



Schedule 8

Project Office Specification



Schedule 8 Project office specification

The Employer's requirements for the project office, which is to be established for the duration of the PCSA phase, are set out in this Schedule 8. The equipment and facilities described in this Schedule 8 are for the exclusive use of the Employer's project team.

- 4 no. full sized desks each with a lockable pedestal unit.
 - 4 no. 17 inch computer monitors.
 - 4 no. fully adjustable chairs with arms.
 - 4 no. phones (landlines).
 - Storage (shelving and bookcases, plan hanger and layout table (A0 size)).
 - Access to meeting rooms (capacity of 6 and 12) equipped with projector and screen.
 - Access to kitchen facilities (e.g. provision of tea/coffee making facilities and supply of basic crockery/cutlery).
 - Access to toilets and showers.
 - Wifi access (Broadband) of sufficient capacity for remote server access and video conferencing.
 - Access to wireless or networked printer/copier/scanner (capable of A3 and colour copies).
 - The part of the office to be occupied by the Employer's project team office shall capable of being locked independently by the Employer.
 - 24 hour access to the project office.
 - 2 no. dedicated car parking spaces.
-

Schedule 9

Document Register

Schedule 9 Document Register

Schedule 9 Document Register

The documents describing the design of the Project at the date of this agreement are listed in this document register.

This document register is referred to in Schedule 2, Section A, item A-1.3.2, design review.

This document register comprises PDF01 to PDF13 inclusive as follows:

PDF01	Planning drawings issue register
PDF02	Planning drawings issue register
PDF03	Planning documents (public art) issue register
PDF04	Planning documents issue register
PDF05	Drawings issue register
PDF06	Drawings issue register
PDF07	Acoustics drawings issue register
PDF08	Stage 3 reports issue register
PDF09	Drawings issue register
PDF10	Planning documents issue register
PDF11	Planning drawings issue register
PDF12	Planning drawings issue register
PDF13	Stage 3 drawings issue register
PDF14	Stage 3 specifications
PDF15	Drawings issue register

Notes on PDF01 - Planning drawings issue register

The drawings issue register under PDF01 is superseded by the drawings issue register under PDF02 and PDF12.

Note that the following drawing titles have been updated.

<u>Drawing number</u>	<u>Drawing title 12/11/2015 (PDF01)</u>	<u>Drawing title 17/11/2015 (PDF02)</u>
0701	Phase 1 Masterplan	Proposed Site Plan
0702	Phase 2 Masterplan	Site Plan Phase 2
0720	Landscape Masterplan	Proposed Landscape Plan

Notes on PDF02 - Planning drawings issue register

The drawings issue register under PDF02 is superseded by the drawings issue register under PDF12.

See notes under PDF01.

Notes on PDF04 - Planning documents issue register

The following reports were issued twice (PDF04 and PDF10). Note the following inconsistencies in the revision dates.

<u>Report</u>	<u>PDF04</u>	<u>PDF10</u>
Extract and ventilation report	Revision 02 is made on 20/10/2015	Revision 02 is made on 16/10/15
Phase 2 Extract and Ventilation Report	Revision 00 made on 20/10/15	Revision 00 made on 16/10/15

Notes on PDF05 - Drawings issue register

Except for drawings 0300 and 0301 on PDF05, the drawings issue register under PDF05 is superseded by the drawings issue register under page 5 of PDF09.

Notes on PDF06 - Drawings issue register

The drawings issue register under PDF06 is superseded by the drawings issue register under PDF09 (pages 1 to 4).

Notes on PDF07 - Acoustics drawings issue register

The following drawings were issued twice under PDF07 and PDF09. Note the inconsistencies in the reference numbers and drawing titles.

PDF07 Drawing title	PDF09 Drawing title	PDF07 File reference	PDF09 File reference
Stage 3 Acoustics, PAVA and AV report	<i>*Same as PDF07*</i>	VGC-AC-RP-XX-XXX-001.PDF	Drawing does not appear on PDF09
Back of House Acoustic Requirements L00	<i>*Same as PDF07*</i>	VGC-AC-GA-L00-XX-XXX-1000.PDF	<i>*Same as PDF07*</i>
Back of House Acoustic Requirements L0M	Back of House Acoustic Requirements L00M	VGC-AC-GA-L0M-XX-XXX-1001.PDF	VGC-AC-GA-L00-XX-XXX-1001
Back of House Acoustic Requirements L01	<i>*Same as PDF07*</i>	VGC-AC-GA-L01-XX-XXX-1002.PDF	VGC-AC-GA-L00-XX-XXX-1002
Back of House Acoustic Requirements L02	<i>*Same as PDF07*</i>	VGC-AC-GA-L02-XX-XXX-1003.PDF	VGC-AC-GA-L00-XX-XXX-1003
Back of House Acoustic Requirements L03	<i>*Same as PDF07*</i>	VGC-AC-GA-L03-XX-XXX-1004.PDF	VGC-AC-GA-L00-XX-XXX-1004

PDF07 Drawing title	PDF09 Drawing title	PDF07 File reference	PDF09 File reference
Back of House Acoustic Requirements L04	<i>*Same as PDF07*</i>	VGC-AC-GA-L04-XX-XXX-1005.PDF	VGC-AC-GA-L00-XX-XXX-1005
Level 00 PAVA Zones	PAVA Zones L00	VGC-AC-GA-L00-XX-XXX-2000.PDF	<i>*Same as PDF07*</i>
Level 0M PAVA Zones	PAVA Zones L00M	VGC-AC-GA-L0M-XX-XXX-2001.PDF	VGC-AC-GA-L00-XX-XXX-2001
Level 01 PAVA Zones	PAVA Zones L01	VGC-AC-GA-L01-XX-XXX-2002.PDF	VGC-AC-GA-L00-XX-XXX-2002
Level 02 PAVA Zones	PAVA Zones L02	VGC-AC-GA-L02-XX-XXX-2003.PDF	VGC-AC-GA-L00-XX-XXX-2003
Level 03 PAVA Zones	PAVA Zones L03	VGC-AC-GA-L03-XX-XXX-2004.PDF	VGC-AC-GA-L00-XX-XXX-2004
Level 04 PAVA Zones	PAVA Zones L04	VGC-AC-GA-L04-XX-XXX-2005.PDF	VGC-AC-GA-L00-XX-XXX-2005
Bowl PAVA Zones	<i>*Same as PDF07*</i>	VGC-AC-GA-BL-XX-XXX-2006.PDF	VGC-AC-GA-L00-XX-XXX-2006
Level 00 PAVA Equipment Layout	PAVA Equipment Layout L00	VGC-AC-GA-L00-XX-XXX-3000.PDF	<i>*Same as PDF07*</i>
Level 0M PAVA Equipment Layout	PAVA Equipment Layout L00M	VGC-AC-GA-L0M-XX-XXX-3001.PDF	VGC-AC-GA-L00-XX-XXX-3001
Level 01 PAVA Equipment Layout	PAVA Equipment Layout L01	VGC-AC-GA-L01-XX-XXX-3002.PDF	VGC-AC-GA-L00-XX-XXX-3002
Level 02 PAVA Equipment Layout	PAVA Equipment Layout L02	VGC-AC-GA-L02-XX-XXX-3003.PDF	VGC-AC-GA-L00-XX-XXX-3003
Level 03 PAVA Equipment Layout	PAVA Equipment Layout L03	VGC-AC-GA-L03-XX-XXX-3004.PDF	VGC-AC-GA-L00-XX-XXX-3004
Level 04 PAVA Equipment Layout	PAVA Equipment Layout L04	VGC-AC-GA-L04-XX-XXX-3005.PDF	VGC-AC-GA-L00-XX-XXX-3005
Bowl PAVA Equipment Layout	<i>*Same as PD 07*</i>	VGC-AC-GA-BL-XX-XXX-3006.PDF	VGC-AC-GA-L00-XX-XXX-3006
PAVA Indicative Connectivity Scheme	<i>*Same as PDF07*</i>	VGC-AC-SM-XX-XX-XXX-3007.PDF	VGC-AC-GA-L00-XX-XXX-3007
Bowl Acoustic Treatment Type A	<i>*Same as PDF07*</i>	VGC-AC-BL-XX-XX-XXX-4000.PDF	<i>*Same as PDF07*</i>
Bowl Acoustic Treatment Type B	<i>*Same as PDF07*</i>	VGC-AC-BL-XX-XX-XXX-4001.PDF	<i>*Same as PDF07*</i>
Bowl Acoustic Treatment Type C	<i>*Same as PDF07*</i>	VGC-AC-BL-XX-XX-XXX-4002.PDF	<i>*Same as PDF07*</i>
Bowl Acoustic Treatment Type D	<i>*Same as PDF 07*</i>	VGC-AC-BL-XX-XX-XXX-4003.PDF	<i>*Same as PDF07*</i>
Bowl Acoustic Treatment Type E	<i>*Same as PDF07*</i>	VGC-AC-BL-XX-XX-XXX-4004.PDF	<i>*Same as PDF07*</i>
Façade Acoustic Requirements L00	<i>*Same as PDF07*</i>	VGC-AC-GA-L00-XX-XXX-5000.PDF	<i>*Same as PDF07*</i>
Façade Acoustic Requirements L0M	Façade Acoustic Requirements L00M	VGC-AC-GA-L0M-XX-XXX-5001.PDF	VGC-AC-GA-L00-XX-XXX-5001
Façade Acoustic Requirements L01	<i>*Same as PDF07*</i>	VGC-AC-GA-L01-XX-XXX-5002.PDF	VGC-AC-GA-L00-XX-XXX-5002
Façade Acoustic Requirements L02	<i>*Same as PDF07*</i>	VGC-AC-GA-L02-XX-XXX-5003.PDF	VGC-AC-GA-L00-XX-XXX-5003
Façade Acoustic Requirements L03	<i>*Same as PDF07*</i>	VGC-AC-GA-L03-XX-XXX-5004.PDF	VGC-AC-GA-L00-XX-XXX-5004
Façade Acoustic Requirements L04	<i>*Same as PDF07*</i>	VGC-AC-GA-L04-XX-XXX-5005.PDF	VGC-AC-GA-L00-XX-XXX-5005

PDF07 Drawing title	PDF09 Drawing title	PDF07 File reference	PDF09 File reference
Façade Acoustic Requirements North View	Façade Acoustic Requirements North View	VGC-AC-EE-XX-XX-XXX-5006.PDF	VGC-AC-GA-L00-XX-XXX-5006
Façade Acoustic Requirements South View	Façade Acoustic Requirements North View	VGC-AC-EE-XX-XX-XXX-5007.PDF	VGC-AC-GA-L00-XX-XXX-5007
Façade Acoustic Requirements Section	Façade Acoustic Requirements Section	VGC-AC-SE-XX-XX-XXX-5008.PDF	VGC-AC-GA-L00-XX-XXX-5008
Level 00 Proposed Audio Visual Zone and AV Hardware Layouts	Proposed Audio Visual Zone and AV Hardware Layouts L00	VGC-AC-GA-L00-XX-XXX-6000.PDF	<i>*Same as PDF07*</i>
Level 0M Proposed Audio Visual Zone and AV Hardware Layouts	Proposed Audio Visual Zone and AV Hardware Layouts L00M	VGC-AC-GA-L0M-XX-XXX-6001.PDF	VGC-AC-GA-L00-XX-XXX-6001
Level 01 Proposed Audio Visual Zone and AV Hardware Layouts	Proposed Audio Visual Zone and AV Hardware Layouts L01	VGC-AC-GA-L01-XX-XXX-6002.PDF	VGC-AC-GA-L00-XX-XXX-6002
Level 02 Proposed Audio Visual Zone and AV Hardware Layouts	Proposed Audio Visual Zone and AV Hardware Layouts L02	VGC-AC-GA-L02-XX-XXX-6003.PDF	VGC-AC-GA-L00-XX-XXX-6003
Level 02 Proposed Audio Visual Zone and AV Hardware Layouts	Proposed Audio Visual Zone and AV Hardware Layouts L03	VGC-AC-GA-L03-XX-XXX-6004.PDF	VGC-AC-GA-L00-XX-XXX-6004

Notes on PDF09 - Drawings issue register

See the notes under PDF05, PD06, PDF07 and PDF13.

Note the following inconsistencies.

- PDF 07 makes reference to a 'Stage 3 Acoustics, PAVA and AV report' (VGC-AC-RP-XX-XXX-001.PDF) which is not listed on PDF09.
- All Rev 01 dates on PDF 07 are made on 01/12/2015, whereas on PDF09 Rev 01s are made on 30/11/2015.
- Drawing number 5007 on PDF 09 should be 'south view', not 'north view'.

PDF07 Drawing title	PDF09 Drawing title	PDF07 File reference	PDF09 File reference
Stage 3 Acoustics, PAVA and AV report	<i>*Same as PDF07*</i>	VGC-AC-RP-XX-XXX-001.PDF	Drawing does not appear on PDF09
Back of House Acoustic Requirements L00	<i>*Same as PDF07*</i>	VGC-AC-GA-L00-XX-XXX-1000.PDF	<i>*Same as PDF07*</i>
Back of House Acoustic Requirements L0M	Back of House Acoustic Requirements L00M	VGC-AC-GA-L0M-XX-XXX-1001.PDF	VGC-AC-GA-L00-XX-XXX-1001

<u>PDF07 Drawing title</u>	<u>PDF09 Drawing title</u>	<u>PDF07 File reference</u>	<u>PDF09 File reference</u>
Back of House Acoustic Requirements L01	<i>*Same as PDF07*</i>	VGC-AC-GA-L01-XX-XXX-1002.PDF	VGC-AC-GA-L00-XX-XXX-1002
Back of House Acoustic Requirements L02	<i>*Same as PDF07*</i>	VGC-AC-GA-L02-XX-XXX-1003.PDF	VGC-AC-GA-L00-XX-XXX-1003
Back of House Acoustic Requirements L03	<i>*Same as PDF07*</i>	VGC-AC-GA-L03-XX-XXX-1004.PDF	VGC-AC-GA-L00-XX-XXX-1004
Back of House Acoustic Requirements L04	<i>*Same as PDF07*</i>	VGC-AC-GA-L04-XX-XXX-1005.PDF	VGC-AC-GA-L00-XX-XXX-1005
Level 00 PAVA Zones	PAVA Zones L00	VGC-AC-GA-L00-XX-XXX-2000.PDF	<i>*Same as PDF07*</i>
Level 0M PAVA Zones	PAVA Zones L00M	VGC-AC-GA-L0M-XX-XXX-2001.PDF	VGC-AC-GA-L00-XX-XXX-2001
Level 01 PAVA Zones	PAVA Zones L01	VGC-AC-GA-L01-XX-XXX-2002.PDF	VGC-AC-GA-L00-XX-XXX-2002
Level 02 PAVA Zones	PAVA Zones L02	VGC-AC-GA-L02-XX-XXX-2003.PDF	VGC-AC-GA-L00-XX-XXX-2003
Level 03 PAVA Zones	PAVA Zones L03	VGC-AC-GA-L03-XX-XXX-2004.PDF	VGC-AC-GA-L00-XX-XXX-2004
Level 04 PAVA Zones	PAVA Zones L04	VGC-AC-GA-L04-XX-XXX-2005.PDF	VGC-AC-GA-L00-XX-XXX-2005
Bowl PAVA Zones	<i>*Same as PDF07*</i>	VGC-AC-GA-BL-XX-XXX-2006.PDF	VGC-AC-GA-L00-XX-XXX-2006
Level 00 PAVA Equipment Layout	PAVA Equipment Layout L00	VGC-AC-GA-L00-XX-XXX-3000.PDF	<i>*Same as PDF07*</i>
Level 0M PAVA Equipment Layout	PAVA Equipment Layout L00M	VGC-AC-GA-L0M-XX-XXX-3001.PDF	VGC-AC-GA-L00-XX-XXX-3001
Level 01 PAVA Equipment Layout	PAVA Equipment Layout L01	VGC-AC-GA-L01-XX-XXX-3002.PDF	VGC-AC-GA-L00-XX-XXX-3002
Level 02 PAVA Equipment Layout	PAVA Equipment Layout L02	VGC-AC-GA-L02-XX-XXX-3003.PDF	VGC-AC-GA-L00-XX-XXX-3003
Level 03 PAVA Equipment Layout	PAVA Equipment Layout L03	VGC-AC-GA-L03-XX-XXX-3004.PDF	VGC-AC-GA-L00-XX-XXX-3004
Level 04 PAVA Equipment Layout	PAVA Equipment Layout L04	VGC-AC-GA-L04-XX-XXX-3005.PDF	VGC-AC-GA-L00-XX-XXX-3005
Bowl PAVA Equipment Layout	<i>*Same as PDF07*</i>	VGC-AC-GA-BL-XX-XXX-3006.PDF	VGC-AC-GA-L00-XX-XXX-3006
PAVA Indicative Connectivity Scheme	<i>*Same as PDF07*</i>	VGC-AC-SM-XX-XX-XXX-3007.PDF	VGC-AC-GA-L00-XX-XXX-3007
Bowl Acoustic Treatment Type A	<i>*Same as PDF07*</i>	VGC-AC-BL-XX-XX-XXX-4000.PDF	<i>*Same as PDF07*</i>
Bowl Acoustic Treatment Type B	<i>*Same as PDF07*</i>	VGC-AC-BL-XX-XX-XXX-4001.PDF	<i>*Same as PDF07*</i>
Bowl Acoustic Treatment Type C	<i>*Same as PDF07*</i>	VGC-AC-BL-XX-XX-XXX-4002.PDF	<i>*Same as PDF07*</i>
Bowl Acoustic Treatment Type D	<i>*Same as PDF07*</i>	VGC-AC-BL-XX-XX-XXX-4003.PDF	<i>*Same as PDF07*</i>
Bowl Acoustic Treatment Type E	<i>*Same as PDF07*</i>	VGC-AC-BL-XX-XX-XXX-4004.PDF	<i>*Same as PDF07*</i>
Façade Acoustic Requirements L00	<i>*Same as PDF07*</i>	VGC-AC-GA-L00-XX-XXX-5000.PDF	<i>*Same as PDF07*</i>

<u>PDF07 Drawing title</u>	<u>PDF09 Drawing title</u>	<u>PDF07 File reference</u>	<u>PDF09 File reference</u>
Façade Acoustic Requirements L0M	Façade Acoustic Requirements L00M	VGC-AC-GA-L0M-XX-XXX-5001.PDF	VGC-AC-GA-L00-XX-XXX-5001
Façade Acoustic Requirements L01	<i>*Same as PDF07*</i>	VGC-AC-GA-L01-XX-XXX-5002.PDF	VGC-AC-GA-L00-XX-XXX-5002
Façade Acoustic Requirements L02	<i>*Same as PDF07*</i>	VGC-AC-GA-L02-XX-XXX-5003.PDF	VGC-AC-GA-L00-XX-XXX-5003
Façade Acoustic Requirements L03	<i>*Same as PDF07*</i>	VGC-AC-GA-L03-XX-XXX-5004.PDF	VGC-AC-GA-L00-XX-XXX-5004
Façade Acoustic Requirements L04	<i>*Same as PDF07*</i>	VGC-AC-GA-L04-XX-XXX-5005.PDF	VGC-AC-GA-L00-XX-XXX-5005
Façade Acoustic Requirements North View	Façade Acoustic Requirements North View	VGC-AC-EE-XX-XX-XXX-5006.PDF	VGC-AC-GA-L00-XX-XXX-5006
Façade Acoustic Requirements South View	Façade Acoustic Requirements North View	VGC-AC-EE-XX-XX-XXX-5007.PDF	VGC-AC-GA-L00-XX-XXX-5007
Façade Acoustic Requirements Section	Façade Acoustic Requirements Section	VGC-AC-SE-XX-XX-XXX-5008.PDF	VGC-AC-GA-L00-XX-XXX-5008
Level 00 Proposed Audio Visual Zone and AV Hardware Layouts	Proposed Audio Visual Zone and AV Hardware Layouts L00	VGC-AC-GA-L00-XX-XXX-6000.PDF	<i>*Same as PDF07*</i>
Level 0M Proposed Audio Visual Zone and AV Hardware Layouts	Proposed Audio Visual Zone and AV Hardware Layouts L00M	VGC-AC-GA-L0M-XX-XXX-6001.PDF	VGC-AC-GA-L00-XX-XXX-6001
Level 01 Proposed Audio Visual Zone and AV Hardware Layouts	Proposed Audio Visual Zone and AV Hardware Layouts L01	VGC-AC-GA-L01-XX-XXX-6002.PDF	VGC-AC-GA-L00-XX-XXX-6002
Level 02 Proposed Audio Visual Zone and AV Hardware Layouts	Proposed Audio Visual Zone and AV Hardware Layouts L02	VGC-AC-GA-L02-XX-XXX-6003.PDF	VGC-AC-GA-L00-XX-XXX-6003
Level 02 Proposed Audio Visual Zone and AV Hardware Layouts	Proposed Audio Visual Zone and AV Hardware Layouts L03	VGC-AC-GA-L03-XX-XXX-6004.PDF	VGC-AC-GA-L00-XX-XXX-6004

Notes on PDF10 - Planning documents issue register

See notes on PDF04.

Notes on PDF11 - Planning drawings issue register

The first table in PDF11 is superseded by PDF12. The second table in PDF11 is duplicated in PDF03..

Notes on PDF12 - Planning drawings issue register

See notes under PDF01 and PDF02.

Notes on PDF13 - Stage 3 drawings issue register

PDF13 supersedes PDF09.

Note the following list of inconsistencies (which is not a comprehensive list).

- Page 1 of PDF13 is equivalent to page 6 of PDF09. Some drawing titles differ from page 6 of PDF09 and although two revision dates are listed, both drawings are Rev 01. Some drawing numbers differ from PDF09, namely 'AR' under PDF 13 appears as 'ZA' under PDF09.
- Page 2 of PDF13 is identical to page 7 of PDF 09, except for page 7 of PDF09 which includes two additional drawings ('roof sections sheet 1' and 'roof sections sheet 2').
- Page 3 of PDF13 is similar to page 8 of PDF09, but some drawing titles differ slightly from those listed on page 8 of PDF 09.
- Page 6 of PDF13 is identical to page 11 of PDF09, except for the revision date and number. Page 6 of PDF 13 has two revision dates, both version 01. Page 11 of PDF09 shows version 02, not version 01.
- Page 7 of PDF13 is identical to page 12 of PDF09, except for the revision date and number. Page 7 of PDF 13 has two revision dates, both version 01. Page 12 of PDF09 shows version 02, not version 01.
- Page 8 of PDF13 is identical to page 13 of PDF09, except for the revision date and number. Page 8 of PDF13 has two revision dates, both version 01. Page 13 of PDF09 shows version 02, not version 01.
- Page 9 of PDF13 is identical to page 15 of PDF09, except for the revision date and number. Page 9 of PDF13 has two revision dates, both version 01. Page 15 of PDF09 shows version 02, not version 01.
- Page 10 of PDF13 is identical to page 16 of PDF09, except for the revision date and number. Page 10 of PDF13 has two revision dates, both version 01. Page 16 of PDF09 shows version 02, not version 01.
- Page 11 and part of page 12 of PDF13 is identical to page 17 of PDF09, except for the revision date and number. Pages 11 and 12 of PDF13 have two revision dates, both version 01. Page 17 of PDF 09 shows version 02, not version 01.
- Part of page 12 and all of page 13 of PDF13 is identical to page 18 of PDF09, except for the revision date and number. Pages 12 and 13 of PDF 13 have two revision dates, both version 01. Page 18 of PDF 09 shows version 02, not version 01.
- Page 14 of PDF13 is identical to page 20 of PDF 09, except for the revision date and number. Page 14 of PDF 13 has two revision dates, both version 01. Page 20 of PDF 09 shows version 02, not version 01.

- Page 15 of PDF13 is identical to page 21 of PDF09 until DWG No M7001. The drawings issued after DWG No M7001 are different. There are inconsistencies in the drawing numbers and titles as follows.

<u>Drawing number</u>	<u>PDF09</u>	<u>PDF13</u>
M7001	Principle ventilation schematic sheet 1	Ventilation Schematic
M7002	Principle ventilation schematic sheet 2	Chilled water schematic
M7003	Principle chilled water schematic	LTHW schematic
M7004	Principle LTHW schematic	None

- PDF09 lists drawings that are not listed in PDF13.
- Part of pages 16 and 17 of PDF13 are identical to page 22 of PDF09, except for the revision date and number. Pages 16 and 17 of PDF 13 have two revision dates, both version 01. Page 22 of PDF 09 shows version 02, not version 01.
- Part of pages 17 and 19 and all of page 18 of PDF13 are identical to page 23 of PDF09, except for the revision date and number. Pages 17, 18 and 19 of PDF13 have two revision dates, both version 01. Page 23 of PDF09 shows version 02, not version 01. Note the following inconsistencies:
 - Drawing number P2104 appears on PDF09 but not PDF13.
 - Under PDF09 drawing numbers P2125 and P2126 do not have revision numbers.
- Part of page 19 of PDF13 is identical to page 25 of PDF 09, except for the revision date and number. Page 19 of PDF13 has two revision dates, both version 01 (except for last entry which is Rev 02 for drawing number X8000 'Principal Site Utilities Layout'). Page 25 of PDF09 shows version 02, not version 01, except for the last entry which is Rev 03 – X8000 'Principal Site Utilities Layout'. The drawing title of P7002 is different.
- Page 20 of PDF13 is identical to page 26 of PDF09, but note the following inconsistencies.
 - PDF09 has the scale at 1:200 whereas PDF13 shows the scale at 1:1.
 - PDF09 shows Rev 01 on 30/11/2015 and PDF 13 also shows Rev 01 for all entries but the date of the revision is not legible.

PDF 01

Issue Register

Bristol Island Arena

Project Bristol Arena
Job Number 4899
Client Bristol City Council
Information Planning Drawings

Issue Reason I - Information A - Approval B - Billing C - Contract D - Comment E - Construction	I - Information P - Preliminary T - Tender X - As Built										Date	Revision					
	Reason											Size					
	Scale											A A A A A					
	Drawing Number																
Owner	Agent	Type	Level	Zone	Content	Number	Title				Drawing Title						
POP	AR	SP	XX	XX	XXX	0700	Site Location Plan				1:1000	A1	01	02			
POP	AR	SP	XX	XX	XXX	0701	Phase 1 Masterplan				1:500	A1	01	02			
POP	AR	SP	XX	XX	XXX	0702	Phase 2 Masterplan				1:500	A1	01	02			
POP	AR	GA	00	XX	XXX	0710	General Arrangement Plan - Level 00				1:250	A1	01	02			
POP	AR	GA	00M	XX	XXX	0711	General Arrangement Plan - Level 00M				1:250	A1	01	02			
POP	AR	GA	01	XX	XXX	0712	General Arrangement Plan - Level 01				1:250	A1	01	02			
POP	AR	GA	02	XX	XXX	0713	General Arrangement Plan - Level 02				1:250	A1	01	02			
POP	AR	GA	03	XX	XXX	0714	General Arrangement Plan - Level 03				1:250	A1	01	02			
POP	AR	GA	04	XX	XXX	0715	General Arrangement Plan - Level 04				1:250	A1	01	02			
POP	AR	GA	05	XX	XXX	0716	General Arrangement Plan - Roof Plan				1:250	A1	01	02			
POP	AR	SE	XX	XX	XXX	0717	General Arrangement Sections - Long & Short				1:250	A1	01	02			
POP	AR	EE	XX	XX	XXX	0718	General Arrangement Elevations - North & South				1:250	A1	01	02			
POP	AR	EE	XX	XX	XXX	0719	General Arrangement Elevations - East & West				1:250	A1	01	02			
POP	AR	SP	XX	XX	XXX	0720	Landscape Masterplan				1:500	A1	01	02			
POP	AR	SP	XX	XX	XXX	0721	Hard Landscape Plan				1:500	A1	01	02			
POP	AR	SP	XX	XX	XXX	0722	Soft Landscape Plan				1:500	A1	01	02			
POP	AR	SP	XX	XX	XXX	0723	Drainage & Grading Plan				1:500	A1	01	02			
POP	AR	SE	XX	XX	XXX	0724	Site Sections				1:250	A1	01	02			
POP	AR	SP	XX	XX	XXX	0725	Illustrative Masterplan Phase 1				1:500	A1	01	02			
POP	AR	SP	XX	XX	XXX	0726	Illustrative Masterplan Phase 2				1:500	A1	01	02			
POP	AR	GA	XX	XX	XXX	0727	Bike Store Plan & Elevation				1:100	A1					
POP	AR	SE	XX	XX	XXX	0750	Site Sections - Phase 1 South & East				1:500	A1					
POP	AR	SE	XX	XX	XXX	0751	Site Sections - Phase 1 North & West				1:500	A1					
POP	AR	SE	XX	XX	XXX	0760	Site Sections - Phase 2				1:500	A1					
POP	AR	SP	XX	XX	XXX	0800	Outline Planning Application - Site Location Plan				1:1000	A1					
Issued To:																	
Client Bristol City Council																	
Form of Issue																	
P - Paper																	
E - Email Issue																	
Issue Notes																	
Draft Planning Issue																	
Final Planning Issue																	

PDF 02

PDF 03

PDF 04

PDF 05

OWNER	AGENT	TYPE	LEVEL	ZONE	CONTENT	NO.	NAME	SCALE
POP	AR	EE	XX	XX	XX	0300	ELEVATIONS - NORTH AND SOUTH	1:250
POP	AR	EE	XX	XX	XX	0301	ELEVATIONS - EAST AND WEST	1:250
FCB	AR	GA	XX	XX	XX	6001	PLINTH CLADDING TYPES	1:500
FCB	AR	GA	XX	XX	XX	6002	UPPER FAÇADE CLADDING TYPES	1:500
FCB	AR	SE	XX	XX	XX	6101	DETAIL ARRANGEMENT SECTIONS - SHEET 1	1:50
FCB	AR	SE	XX	XX	XX	6102	DETAIL ARRANGEMENT SECTIONS - SHEET 2	1:50
FCB	AR	SE	XX	XX	XX	6103	DETAIL ARRANGEMENT SECTIONS - SHEET 3	1:50
FCB	AR	SE	XX	XX	XX	6151	DETAIL STUDY - UPPER FAÇADE	1:20
FCB	AR	SE	XX	XX	XX	6152	DETAIL STUDY - VIP ENTRANCE	1:20
FCB	AR	SE	XX	XX	XX	6153	DETAIL STUDY - BACK OF BOWL CLADDING	1:20
FCB	AR	SE	XX	XX	XX	6154	DETAIL STUDY - LEVEL 1 ENTRANCE DOORS	1:20
FCB	AR	SE	XX	XX	XX	6155	DETAIL STUDY - LEVEL 0 FLOOR ENTRANCE	1:20
FCB	AR	SE	XX	XX	XX	6156	DETAIL STUDY - PERFORMER ENTRANCE	1:20
FCB	AR	SE	XX	XX	XX	6157	DETAIL STUDY - SOUTH EAST CORE	1:20
FCB	AR	SE	XX	XX	XX	6158	DETAIL STUDY - LOADING DOCK	1:20
FCB	AR	SE	XX	XX	XX	6159	DETAIL STUDY - LEVEL 0 WEST	1:20
FCB	AR	EE	XX	XX	XX	6201	ELEVATIONS - NORTH AND SOUTH - CLADDING TYPES	1:200
FCB	AR	EE	XX	XX	XX	6202	ELEVATIONS - EAST AND WEST - CLADDING TYPES	1:200

PDF 06

Issue Register

Title			Date		Reason		Revision	
Drawing description line 1			Scale	Size	I	I	I	I
0	METALWORK PLANS - LOWER TIER	1:250	A1					
1	METALWORK PLANS - MID TIER	1:250	A1					
2	METALWORK PLANS - UPPER TIER	1:250	A1					
0	MODE PLANS - THEATRE	1:250	A1					
1	MODE PLANS - FAMILY ICE SHOW	1:250	A1					
2	MODE PLANS - CENTRE STAGE	1:250	A1					
3	MODE PLANS - END STAGE REDUCED	1:250	A1					
4	MODE PLANS - END STAGE SEATED	1:250	A1					
5	MODE PLANS - END STAGE STANDING	1:250	A1					
0	BOWL SIGHTLINE SECTIONS	1:250	A1					
1	BOWL SECTIONS	1:50	A1					
0	SIGNAGE PLAN - EXTERNAL	1:500	A1					
1	SIGNAGE PLAN L00	1:250	A1					
2	SIGNAGE PLAN L00M	1:250	A1					
3	SIGNAGE PLAN L01	1:250	A1					
4	SIGNAGE PLAN L02	1:250	A1					
5	SIGNAGE PLAN L03	1:250	A1					
6	SIGNAGE PLAN L04	1:250	A1					
1	GENERAL ARRANGEMENT PLAN	1:500	A1					
2	GENERAL ARRANGEMENT KEY PLAN	1:500	A1					
10	HARD LANDSCAPE PLAN	1:500	A1					
20	SOFT LANDSCAPE PLAN	1:500	A1					
30	GRADIENT & DRAINAGE PLAN	1:500	A1					
40	SITE SECTION & ELEVATION	1:250	A1					
					E			
					Stage 3 Interim Issue			
					Stage 3 Issue			

PDF 07

Discipline: Stage: Date:	AA, EA, AV 3 1 st December 2015	A - Approval	D - Comment	L - Legal/Adoption	S - Schemes	01/12/15
		B - Billing	E - Construction	P - Preliminary	X - As Built	
		C - Contract	I - Information	T - Tender	TA - Tender Addendum	
		Reason For Issue				
		Size				
		Drawings / Documents Issued and Revisions				
File Reference						
VGC-AC-RP-XX-XXX-001.PDF	Stage 3 Acoustics, PAVA and AV report	A3	D0			
VGC-AC-GA-L04-XX-XXX-1000.PDF	Back of House Acoustic Requirements L09	A1	D0		D1	
VGC-AC-GA-L0M-XX-XXX-1001.PDF	Back of House Acoustic Requirements L01	A1	D0			D1
VGC-AC-GA-L01-XX-XXX-1002.PDF	Back of House Acoustic Requirements L01	A1	D0			D1
VGC-AC-GA-L02-XX-XXX-1003.PDF	Back of House Acoustic Requirements L02	A1	D0			D1
VGC-AC-GA-L03-XX-XXX-1004.PDF	Back of House Acoustic Requirements L03	A1	D0			D1
VGC-AC-GA-L04-XX-XXX-1005.PDF	Back of House Acoustic Requirements L04	A1	D0			D1
VGC-AC-GA-L05-XX-XXX-2000.PDF	Level 00 PAVA Zones	A1			D0	D1
VGC-AC-GA-L0M-XX-XXX-2001.PDF	Level 01 PAVA Zones	A1			D0	D1
VGC-AC-GA-L01-XX-XXX-2002.PDF	Level 01 PAVA Zones	A1			D0	D1
VGC-AC-GA-L02-XX-XXX-2003.PDF	Level 02 PAVA Zones	A1			D0	D1
VGC-AC-GA-L03-XX-XXX-2004.PDF	Level 03 PAVA Zones	A1			D0	D1
VGC-AC-GA-L04-XX-XXX-2005.PDF	Level 04 PAVA Zones	A1			D0	D1
VGC-AC-GA-BL-XX-XXX-2006.PDF	Bowl PAVA Zones	A1			D0	D1
VGC-AC-GA-L00-XX-XXX-3000.PDF	Level 00 PAVA Equipment Layout	A1			D0	D1
VGC-AC-GA-L0M-XX-XXX-3001.PDF	Level 01 PAVA Equipment Layout	A1			D0	D1
VGC-AC-GA-L01-XX-XXX-3002.PDF	Level 01 PAVA Equipment Layout	A1			D0	D1
VGC-AC-GA-L02-XX-XXX-3003.PDF	Level 02 PAVA Equipment Layout	A1			D0	D1
VGC-AC-GA-L03-XX-XXX-3004.PDF	Level 03 PAVA Equipment Layout	A1			D0	D1
VGC-AC-GA-L04-XX-XXX-3005.PDF	Level 04 PAVA Equipment Layout	A1			D0	D1
VGC-AC-GA-BL-XX-XXX-3006.PDF	Bowl PAVA Equipment Layout	A1			D0	D1
VGC-AC-SM-XX-XXX-3007.PDF	PAVA Indicative Connectivity Schematic	A1			D0	D1
VGC-AC-BL-XX-XXX-4000.PDF	Bowl Acoustic Treatment Type A	A2	D0			D1
VGC-AC-BL-XX-XXX-4001.PDF	Bowl Acoustic Treatment Type B	A2	D0			D1
VGC-AC-BL-XX-XXX-4002.PDF	Bowl Acoustic Treatment Type C	A2	D0			D1
VGC-AC-BL-XX-XXX-4003.PDF	Bowl Acoustic Treatment Type D	A2	D0			D1
VGC-AC-BL-XX-XXX-4004.PDF	Bowl Acoustic Treatment Type E	A2	D0			D1
VGC-AC-GA-L00-XX-XXX-5000.PDF	Façade Acoustic Requirements L00	A1	D0			D1
VGC-AC-GA-L0M-XX-XXX-5001.PDF	Façade Acoustic Requirements L0M	A1	D0			D1
VGC-AC-GA-L01-XX-XXX-5002.PDF	Façade Acoustic Requirements L01	A1	D0			D1
VGC-AC-GA-L02-XX-XXX-5003.PDF	Façade Acoustic Requirements L02	A1	D0			D1
VGC-AC-GA-L03-XX-XXX-5004.PDF	Façade Acoustic Requirements L03	A1	D0			D1
VGC-AC-GA-L04-XX-XXX-5005.PDF	Façade Acoustic Requirements L04	A1	D0			D1
VGC-AC-EE-XX-XXX-5006.PDF	Façade Acoustic Requirements North View	A1	D0			D1
VGC-AC-EE-XX-XXX-5007.PDF	Façade Acoustic Requirements South View	A1	D0			D1
VGC-AC-SE-XX-XXX-5008.PDF	Façade Acoustic Requirements Section	A1	D0			D1
VGC-AV-GA-L00-XX-XXX-6000.PDF	Level 00 Proposed Audio Visual Zone and AV Hardware Layouts	A1		D0		D1
VGC-AV-GA-L0M-XX-XXX-6001.PDF	Level 0M Proposed Audio Visual Zone and AV Hardware Layouts	A1		D0		D1
VGC-AV-GA-L01-XX-XXX-6002.PDF	Level 01 Proposed Audio Visual Zone and AV Hardware Layouts	A1		D0		D1
VGC-AV-GA-L02-XX-XXX-6003.PDF	Level 02 Proposed Audio Visual Zone and AV Hardware Layouts	A1		D0		D1
VGC-AV-GA-L03-XX-XXX-6004.PDF	Level 02 Proposed Audio Visual Zone and AV Hardware Layouts	A1		D0		D1
Issued To:				E	E	E
Perkins		Gurinder Saran				
				E-By Email : P-Paper Copy : Faby FTP		

PDF 08

PDF 09

Issue Register

Bristol Arena

Project Bristol Arena
 Job Number 4689
 Client Bristol City Council
 Information Stage 3

Issue Reason A - Approval B - Billing C - Contract D - Comment E - Construction	Drawing Number	Title	Date	30/11/2015									
				Reason	Scale	Size							
I - Information P - Preliminary T - Tender X - As Built E - Construction													
	034070-BA-BHE-ST-ZA-DR-RF-2700	Overall Level Roof - Bottom Members General Arrangement	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-RF-2800	Overall Level Roof - Rigging Grid General Arrangement	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-RF-2900	Overall Level Roof - Top Members General Arrangement	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-RF-2950	Overall Level Roof - Roof Truss Plan General Arrangement	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-XX-3015	General Arrangement Sections Sheet 1 Grid B01	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-XX-3016	General Arrangement Sections Sheet 2 Grid B02	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-XX-3017	General Arrangement Sections Sheet 3 Grid B03	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-XX-3018	General Arrangement Sections Sheet 4 Grid B04	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-XX-3019	General Arrangement Sections Sheet 5 Grid B05	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-XX-3020	General Arrangement Sections Sheet 6 Grid B06	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-XX-3021	General Arrangement Sections Sheet 7 Grid B07	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-XX-3022	General Arrangement Sections Sheet 8 Grid B08	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-XX-3023	General Arrangement Sections Sheet 9 Grid B09	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-XX-3024	General Arrangement Sections Sheet 10 Grid B10	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-XX-3025	General Arrangement Sections Sheet 11 Grid B11	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-XX-3026	General Arrangement Sections Sheet 12 Grid B12	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-XX-3027	General Arrangement Sections Sheet 13 Grid B13	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-XX-3028	General Arrangement Sections Sheet 14 Grid B14	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-RF-3051	Roof Sections Sheet 1 Longitudinal & Radial Sections	1:250	A1	01								
	034070-BA-BHE-ST-ZA-DR-RF-3052	Roof Sections Sheet 2 Transverse Sections	1:250	A1	01								
Issued To:													
Client Bristol City Council													
Form of Issue													
P - Paper													
E - Email Issue													
Issue Notes													
Stage 3													

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Project	Bristol Arena
Job Number	4699
Client	Bristol City Council
Information	Stage 3

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Project	Bristol Arena
Job Number	4699
Client	Bristol City Council
Information	Stage 3

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Bristol Arena

Project	Bristol Arena
Job Number	4699
Client	Bristol City Council
Information	Stage 3

Issue Reason A - Approval B - Billing C - Contract D - Comment X - As Built	I - Information P - Preliminary T - Tender X - As Built	Title	Drawing Number	Date		Reason		Scale		Size	
BHE- E- ZA- DR- 02	E2022	Lighting Layout	Level 01 Zone 2 NE	1:100	A1	02					
BHE- E- ZA- DR- 02	E2023	Lighting Layout	Level 01 Zone 3 SE	1:100	A1	02					
BHE- E- ZA- DR- 02	E2024	Lighting Layout	Level 01 Zone 4 SW	1:100	A1	02					
BHE- E- ZA- DR- 02	E2025	Lighting Layout	Level 01 Zone 5 NW	1:100	A1	02					
BHE- E- ZA- DR- 02	E2026	Lighting Layout	Level 01 Zone 6 W	1:100	A1	02					
BHE- E- ZA- DR- 02	E2031	Lighting Layout	Level 02 Zone 1 NW	1:100	A1	02					
BHE- E- ZA- DR- 02	E2032	Lighting Layout	Level 02 Zone 2 NE	1:100	A1	02					
BHE- E- ZA- DR- 02	E2033	Lighting Layout	Level 02 Zone 3 SE	1:100	A1	02					
BHE- E- ZA- DR- 02	E2034	Lighting Layout	Level 02 Zone 4 SW	1:100	A1	02					
BHE- E- ZA- DR- 03	E2041	Lighting Layout	Level 03 Zone 1 NW	1:100	A1	02					
BHE- E- ZA- DR- 03	E2042	Lighting Layout	Level 03 Zone 2 NE	1:100	A1	02					
BHE- E- ZA- DR- 03	E2043	Lighting Layout	Level 03 Zone 3 SE	1:100	A1	02					
BHE- E- ZA- DR- 03	E2044	Lighting Layout	Level 03 Zone 4 SW	1:100	A1	02					
BHE- E- ZA- DR- 04	E2051	Lighting Layout	Level 04 Zone 1 NW	1:100	A1	02					
BHE- E- ZA- DR- 04	E2052	Lighting Layout	Level 04 Zone 2 NE	1:100	A1	02					
BHE- E- ZA- DR- 04	E2053	Lighting Layout	Level 04 Zone 3 SE	1:100	A1	02					
BHE- E- ZA- DR- 04	E2054	Lighting Layout	Level 04 Zone 4 SW	1:100	A1	02					
BHE- E- ZA- DR- 00	E3001	Fire Alarm Layout	Level 00 Zone 1 NW	1:100	A1	02					
BHE- E- ZA- DR- 00	E3002	Fire Alarm Layout	Level 00 Zone 2 NE	1:100	A1	02					
Issued To:											
Client:		Bristol City Council									
Form of Issue		Issue Notes									
P - Paper											

Bristol Arena

Project Bristol Arena
Job Number 4699
Client Bristol City Council
Information Stage 3

Issue Reason A - Approval B - Billing C - Contract D - Comment	Drawing Number	I - Information P - Preliminary T - Tender X - As Built	Title	Date		30/11/2015											
				Reason	Size	1											
						Scale											
							Level 00 Zone 3 SE	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 00	E3003	Fire Alarm Layout			Level 00 Zone 4 SW	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 00	E3004	Fire Alarm Layout			Level 00 Zone 5 NW	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 00	E3005	Fire Alarm Layout			Level 00 Zone 6 W	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 00	E3006	Fire Alarm Layout			Level 0M Zone 1 NW	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 0M	E3011	Fire Alarm Layout			Level 0M Zone 2 NE	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 0M	E3012	Fire Alarm Layout			Level 0M Zone 3 SE	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 0M	E3013	Fire Alarm Layout			Level 0M Zone 4 SW	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 0M	E3014	Fire Alarm Layout			Level 0M Zone 5 NW	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 0M	E3015	Fire Alarm Layout			Level 0M Zone 6 W	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 0M	E3016	Fire Alarm Layout			Level 01 Zone 1 NW	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 02	E3021	Fire Alarm Layout			Level 01 Zone 2 NE	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 01	E3022	Fire Alarm Layout			Level 01 Zone 3 SE	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 01	E3023	Fire Alarm Layout			Level 01 Zone 4 SW	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 01	E3024	Fire Alarm Layout			Level 01 Zone 5 NW	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 01	E3025	Fire Alarm Layout			Level 01 Zone 6 W	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 01	E3026	Fire Alarm Layout			Level 02 Zone 1 NW	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 02	E3031	Fire Alarm Layout			Level 02 Zone 2 NE	1:100	A1								
	034070-BA-	BHE- E- ZA- DR- 02	E3032	Fire Alarm Layout													
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Client				Bristol City Council													
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References

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Issue Reason										Date									
I - Information P - Preliminary T - Tender X - As Built D - Comment E - Construction										Reason									
Drawing Number										Title									
034070-BA-	BHE-	M-	ZA-	DR-	XX	M0000	Mechanical Symbol Sheet			Level 00 Zone 1 NW	1:1	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	00	M2201	Ventilation Layout			Level 00 Zone 2 NE	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	00	M2202	Ventilation Layout			Level 00 Zone 3 SE	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	00	M2203	Ventilation Layout			Level 00 Zone 4 SW	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	00	M2204	Ventilation Layout			Level 00 Zone 5 NW	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	00	M2205	Ventilation Layout			Level 00 Zone 6 W	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	00	M2206	Ventilation Layout			Level 0M Zone 1 NW	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	0M	M2211	Ventilation Layout			Level 0M Zone 2 NE	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	0M	M2212	Ventilation Layout			Level 0M Zone 3 SE	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	0M	M2213	Ventilation Layout			Level 0M Zone 4	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	0M	M2214	Ventilation Layout			Level 0M Zone 5 NW	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	0M	M2215	Ventilation Layout			Level 0M Zone 6 W	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	0M	M2216	Ventilation Layout			Level 01 Zone 1 NW	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	01	M2221	Ventilation Layout			Level 01 Zone 2 NE	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	01	M2222	Ventilation Layout			Level 01 Zone 3 SE	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	01	M2223	Ventilation Layout			Level 01 Zone 4 SW	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	02	M2231	Ventilation Layout			Level 02 Zone 1 NW	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	02	M2232	Ventilation Layout			Level 02 Zone 2 NE	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	02	M2233	Ventilation Layout			Level 02 Zone 3 SE	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	02	M2234	Ventilation Layout			Level 02 Zone 4 SW	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	03	M2241	Ventilation Layout			Level 03 Zone 1 NW	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	03	M2242	Ventilation Layout			Level 03 Zone 2 NE	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	03	M2243	Ventilation Layout			Level 03 Zone 3 SE	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	03	M2244	Ventilation Layout			Level 03 Zone 4 SW	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	04	M2251	Ventilation Layout			Level 04 Zone 1 NW	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	04	M2252	Ventilation Layout			Level 04 Zone 2 NE	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	04	M2253	Ventilation Layout			Level 04 Zone 3 SE	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	04	M2254	Ventilation Layout			Level 04 Zone 4 SW	1:100	A1	02						
034070-BA-	BHE-	M-	ZA-	DR-	00	M2301	HVAC Pipework Layout			Level 00 Zone 1 NW	1:100	A1	02						

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Issue Reason				Title	Date												
A - Approval	B - Billing	C - Contract	D - Comment			Reason	Scale	Size									
I - Information	P - Preliminary	T - Tender	X - As Built														
Drawing Number																	
034070-BA-	BHE-	PH-	ZA-	DR- 03	P2143	Water, Gas and Fire Protection Layout	Level 03 Zone 3 SE	1:100	A1	02							
034070-BA-	BHE-	PH-	ZA-	DR- 03	P2144	Water, Gas and Fire Protection Layout	Level 03 Zone 4 SW	1:100	A1	02							
034070-BA-	BHE-	PH-	ZA-	DR- 04	P2151	Water, Gas and Fire Protection Layout	Level 04 Zone 1 NW	1:100	A1	02							
034070-BA-	BHE-	PH-	ZA-	DR- 04	P2152	Water, Gas and Fire Protection Layout	Level 04 Zone 2 NE	1:100	A1	02							
034070-BA-	BHE-	PH-	ZA-	DR- XX	P5001	PH Typical Water Details Sheet 1		1:1	A0	02							
034070-BA-	BHE-	PH-	ZA-	DR- XX	P5002	PH Typical Water Details Sheet 2		1:1	A0	02							
034070-BA-	BHE-	PH-	ZA-	DR- XX	P5003	PH Typical Drainage Details Sheet 1		1:1	A0	02							
034070-BA-	BHE-	PH-	ZA-	DR- XX	P5004	PH Typical Drainage Details Sheet 2		1:1	A0	02							
034070-BA-	BHE-	PH-	ZA-	DR- XX	P5005	PH Typical Drainage Details Sheet 3		1:1	A1	02							
034070-BA-	BHE-	PH-	ZA-	DR- XX	P7000	Harvested Rainwater Schematic		1:1	A1	02							
034070-BA-	BHE-	PH-	ZA-	DR- XX	P7001	Gas Schematic		1:1	A1	02							
034070-BA-	BHE-	PH-	ZA-	DR- XX	P7002	Principal Domestic Water Schematic		1:1	A0	02							
034070-BA-	BHE-	PH-	ZA-	DR- XX	P7004	Protected Lobby Systems Schematic		1:1	A1	02							
034070-BA-	BHE-	MEP	ZA-	DR- 00	X8000	Principal Site Utilities Layout			A0	03							
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Issue Register

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Issue Reason A - Approval B - Billing C - Contract D - Comment E - Construction	Drawing Number		Drawing Title																
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Issue Reason A - Approval B - Billing C - Contract D - Comment											Date																				
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Drawing Title															
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Assignment

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Issue Reason A - Approval B - Billing C - Contract D - Comment E - Construction	Issue Reason I - Information P - Preliminary T - Tender X - As Built	Title	Date		Revision		Stage 3	
			Reason	Size	Scale	Size	Stage 3	Stage 3
Drawing Number								
034070-BA-BHE-ST-AR-DR-RF-2700		Overall Level Roof - Bottom Members General Arrangement		A1	1:250	A1	01	20/11/2015
034070-BA-BHE-ST-AR-DR-RF-2800		Overall Level Roof - Rigging Grid General Arrangement		A1	1:250	A1	01	27/11/2015
034070-BA-BHE-ST-AR-DR-RF-2900		Overall Level Roof - Top Members General Arrangement		A1	1:250	A1	01	
034070-BA-BHE-ST-AR-DR-RF-2950		Roof Truss Plan		A1	1:250	A1	01	
034070-BA-BHE-ST-AR-DR-XX-3015		Section on Grid B1		A1	1:250	A1	01	
034070-BA-BHE-ST-AR-DR-XX-3016		Section on Grid B2		A1	1:250	A1	01	
034070-BA-BHE-ST-AR-DR-XX-3017		Section on Grid B3		A1	1:250	A1	01	
034070-BA-BHE-ST-AR-DR-XX-3018		Section on Grid B4		A1	1:250	A1	01	
034070-BA-BHE-ST-AR-DR-XX-3019		Section on Grid B5		A1	1:250	A1	01	
034070-BA-BHE-ST-AR-DR-XX-3020		Section on Grid B6		A1	1:250	A1	01	
034070-BA-BHE-ST-AR-DR-XX-3021		Section on Grid B7		A1	1:250	A1	01	
034070-BA-BHE-ST-AR-DR-XX-3022		Section on Grid B8		A1	1:250	A1	01	
034070-BA-BHE-ST-AR-DR-XX-3023		Section on Grid B9		A1	1:250	A1	01	
034070-BA-BHE-ST-AR-DR-XX-3024		Section on Grid B10		A1	1:250	A1	01	
034070-BA-BHE-ST-AR-DR-XX-3025		Section on Grid B11		A1	1:250	A1	01	
034070-BA-BHE-ST-AR-DR-XX-3026		Section on Grid B12		A1	1:250	A1	01	
034070-BA-BHE-ST-AR-DR-XX-3027		Section on Grid B13		A1	1:250	A1	01	
034070-BA-BHE-ST-AR-DR-XX-3028		Section on Grid B14		A1	1:250	A1	01	
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I - Information P - Preliminary T - Tender X - As Built														
	034070-BA-BHE-ST-AR-DR-XX-3299	Raker Bowl Study	1:250	A1										
	034070-BA-BHE-ST-AR-DR-XX-3301	VIP Entrance Area - Sections Sheet 1	1:250	A1										
	034070-BA-BHE-ST-AR-DR-XX-3302	VIP Entrance Area - Sections Sheet 2	1:250	A1										
	034070-BA-BHE-ST-AR-DR-XX-3311	South Façade	1:250	A1										
	034070-BA-BHE-ST-AR-DR-XX-3351	VIP Entrance Area - 3D Views	1:250	A1										
	034070-BA-BHE-ST-AR-DR-XX-4011	Core Plans (South) Sheet 1	1:250	A1										
	034070-BA-BHE-ST-AR-DR-XX-4012	Core Plans (South) Sheet 2	1:250	A1										
	034070-BA-BHE-ST-AR-DR-XX-4031	Core Plans (West) Sheet 1	1:250	A1										
	034070-BA-BHE-ST-AR-DR-XX-4032	Core Plans (West) Sheet 2	1:250	A1										
	034070-BA-BHE-ST-AR-DR-XX-4051	Core Plans (North)	1:250	A1										
	034070-BA-BHE-ST-AR-DR-XX-4101	VIP Entrance Area - art-Plans 1M & 01	1:250	A1										
	034070-BA-BHE-ST-AR-DR-4M-4111	Level 4M - Structure	1:250	A1										
	034070-BA-BHE-ST-AR-DR-XX-5011	Core 01 - Elevations Sheet 1	1:250	A1										
	034070-BA-BHE-ST-AR-DR-XX-5012	Core 01 - Elevations Sheet 2	1:250	A1										
	034070-BA-BHE-ST-AR-DR-XX-5031	Core 03 - Elevations Sheet 1	1:250	A1										
	034070-BA-BHE-ST-AR-DR-XX-5032	Core 03 - Elevations Sheet 2	1:250	A1										
	034070-BA-BHE-ST-AR-DR-XX-5033	Core 03 - Elevations Sheet 3	1:250	A1										
	034070-BA-BHE-ST-AR-DR-XX-5034	Core 03 - Elevations Sheet 4	1:250	A1										

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Issue Register

Issue Reason		I - Information		Date		Revision	
A - Approval		P - Preliminary					
B - Billing		T - Tender					
C - Contract		X - As Built					
D - Comment							
Drawing Number		Title		Reason		Revision	
				Scale	Size		
034070-BA-	BHE- E- ZA- DR- XX- E000	Electrical Symbols Sheet		1:1	A1	01	01
034070-BA-	BHE- E- ZA- DR- 00- E001	Lighting Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 0M- E002	Lighting Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 01- E003	Lighting Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 02- E004	Lighting Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 03- E005	Lighting Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 04- E006	Lighting Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 00- E0101	Emergency Lighting Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 0M- E0102	Emergency Lighting Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 01- E0103	Emergency Lighting Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 02- E0104	Emergency Lighting Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 03- E0105	Emergency Lighting Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 04- E0106	Emergency Lighting Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 00- E0201	Distribution Board Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 0M- E0202	Distribution Board Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 01- E0203	Distribution Board Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 02- E0204	Distribution Board Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 03- E0205	Distribution Board Zoning Layout		1:250	A1	01	01
034070-BA-	BHE- E- ZA- DR- 04- E0206	Distribution Board Zoning Layout		1:250	A1	01	01
Issued To:						Stage 3	Stage 3
Client:		Bristol City Council				E	E
Form of Issue							
P - Paper							
E - Email Issue							
Issue Notes							

Bristol Arena

Project Bristol Arena
 Job Number 4699
 Client Bristol City Council
 Information Stage 3

Issue Register

Issue Reason										Date		Reason		Revision	
I - Information P - Preliminary T - Tender X - As Built												I		I	
Issue Reason	Drawing Number	Title		Level		Scale		Size							
A - Approval	034070-BA-	BHE-	E-	ZA-	DR-	00	E0301	LV Zoning Layout	Level 00	1:250	A1	01	01		
B - Billing	034070-BA-	BHE-	E-	ZA-	DR-	0M	E0302	LV Zoning Layout	Level 0M	1:250	A1	01	01		
C - Contract	034070-BA-	BHE-	E-	ZA-	DR-	01	E0303	LV Zoning Layout	Level 01	1:250	A1	01	01		
D - Comment	034070-BA-	BHE-	E-	ZA-	DR-	02	E0304	LV Zoning Layout	Level 02	1:250	A1	01	01		
	034070-BA-	BHE-	E-	ZA-	DR-	03	E0305	LV Zoning Layout	Level 03	1:250	A1	01	01		
	034070-BA-	BHE-	E-	ZA-	DR-	04	E0306	LV Zoning Layout	Level 04	1:250	A1	01	01		
	034070-BA-	BHE-	E-	ZA-	DR-	00	E2001	Lighting Layout	Level 00 Zone 1 NW	1:100	A1	01	01		
	034070-BA-	BHE-	E-	ZA-	DR-	00	E2002	Lighting Layout	Level 00 Zone 2 NE	1:100	A1	01	01		
	034070-BA-	BHE-	E-	ZA-	DR-	00	E2003	Lighting Layout	Level 00 Zone 3 SE	1:100	A1	01	01		
	034070-BA-	BHE-	E-	ZA-	DR-	00	E2004	Lighting Layout	Level 00 Zone 4 SW	1:100	A1	01	01		
	034070-BA-	BHE-	E-	ZA-	DR-	00	E2005	Lighting Layout	Level 00 Zone 5 NW	1:100	A1	01	01		
	034070-BA-	BHE-	E-	ZA-	DR-	00	E2006	Lighting Layout	Level 00 Zone 6 W	1:100	A1	01	01		
	034070-BA-	BHE-	E-	ZA-	DR-	0M	E2011	Lighting Layout	Level 0M Zone 1 NW	1:100	A1	01	01		
	034070-BA-	BHE-	E-	ZA-	DR-	0M	E2012	Lighting Layout	Level 0M Zone 2 NE	1:100	A1	01	01		
	034070-BA-	BHE-	E-	ZA-	DR-	0M	E2013	Lighting Layout	Level 0M Zone 3 SE	1:100	A1	01	01		
	034070-BA-	BHE-	E-	ZA-	DR-	0M	E2014	Lighting Layout	Level 0M Zone 4 SW	1:100	A1	01	01		
	034070-BA-	BHE-	E-	ZA-	DR-	0M	E2015	Lighting Layout	Level 0M Zone 5 NW	1:100	A1	01	01		
	034070-BA-	BHE-	E-	ZA-	DR-	0M	E2016	Lighting Layout	Level 0M Zone 6 W	1:100	A1	01	01		
	034070-BA-	BHE-	E-	ZA-	DR-	02	E2021	Lighting Layout	Level 01 Zone 1 NW	1:100	A1	01	01		
Issued To:															
Client										Bristol City Council		E		Stage 3	
Form of Issue															
P - Paper															
E - Email Issue															
Issue Notes															

Bristol Arena

Project Bristol Arena
Job Number 4699
Client Bristol City Council
Information Stage 3

Issue Register

Issue Reason A - Approval B - Billing C - Contract D - Comment	I - Information P - Preliminary T - Tender X - As Built		Date	#####	#####																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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Bristol Arena

Project Bristol Arena
Job Number 4699
Client Bristol City Council
Information Stage 3

Issue Register

Issue Reason A - Approval B - Billing C - Contract D - Comment	I - Information P - Preliminary T - Tender X - As Built	Drawing Number	Title	BHE- E- ZA- DR- 00	E3003	Fire Alarm Layout	Level 00 Zone 3 SE	1:100	A1	01	01	#####	#####	Revision																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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I - Information A - Approval B - Billing C - Contract D - Comment										Reason	Size	I	i																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									

Bristol Arena

Project Bristol Arena
Job Number 4699
Client Bristol City Council
Information Stage 3



Issue Reason				Date		Revision									
I - Information P - Preliminary T - Tender X - As Built				Reason		I									
A - Approval B - Billing C - Contract D - Comment E - Construction				Scale		Size									
Drawing Number				Title		Revision									
034070-BA-	BHE-	E-	ZA-	DR-	04	E4053	Containment Layout	Level 04 Zone 3 SE	A1	01	01				
	BHE-	E-	ZA-	DR-	04	E4054	Containment Layout	Level 04 Zone 4 SW	A1	01	01				
	BHE-	E-	ZA-	DR-	XX	E5000	Electrical Typical Details		A1	01	01				
	BHE-	E-	ZA-	DR-	RF	E6001	PV Panel Array Roof Layout		1:200	A1	01				
	BHE-	E-	ZA-	DR-	XX	E7001	Fire Alarm Schematic		1:1	A1	01				
	BHE-	E-	ZA-	DR-	XX	E7002	PV Array Schematic		1:1	A1	01				
	BHE-	E-	ZA-	DR-	XX	E7004	LV Schematic Sheet 1		1:1	A0	01				
	BHE-	M-	ZA-	DR-	XX	M0000	Mechanical Symbol Sheet		1:1	A1	01				
	BHE-	M-	ZA-	DR-	00	M2201	Ventilation Layout	Level 00 Zone 1 NW	1:100	A1	01				
	BHE-	M-	ZA-	DR-	00	M2202	Ventilation Layout	Level 00 Zone 2 NE	1:100	A1	01				
034070-BA-	BHE-	M-	ZA-	DR-	00	M2203	Ventilation Layout	Level 00 Zone 3 SE	1:100	A1	01				
	BHE-	M-	ZA-	DR-	00	M2204	Ventilation Layout	Level 00 Zone 4 SW	1:100	A1	01				
	BHE-	M-	ZA-	DR-	00	M2205	Ventilation Layout	Level 00 Zone 5 NW	1:100	A1	01				
	BHE-	M-	ZA-	DR-	00	M2206	Ventilation Layout	Level 00 Zone 6 W	1:100	A1	01				
	BHE-	M-	ZA-	DR-	0M	M2211	Ventilation Layout	Level 0M Zone 1 NW	1:100	A1	01				
	BHE-	M-	ZA-	DR-	0M	M2212	Ventilation Layout	Level 0M Zone 2 NE	1:100	A1	01				
	BHE-	M-	ZA-	DR-	0M	M2213	Ventilation Layout	Level 0M Zone 3 SE	1:100	A1	01				
	BHE-	M-	ZA-	DR-	0M	M2214	Ventilation Layout	Level 0M Zone 4	1:100	A1	01				
	BHE-	M-	ZA-	DR-	0M										
	BHE-	M-	ZA-	DR-	0M										
Issued To:				Bristol City Council		Stage 3									
Form of Issue				Issue Notes		Stage 3									
P - Paper															
E - Email Issue															

Issue Register

Bristol Arena

Project Bristol Arena
Job Number 4699
Client Bristol City Council
Information Stage 3

Issue Reason A - Approval B - Billing C - Contract D - Comment	I - Information P - Preliminary T - Tender X - As Built	Drawing Number	Title	Reason	Date	Revision									
						Scale	Size	1	2	3	4	5	6	7	8
034070-BA-	BHE- M-	DR- 0M	M2215	Ventilation Layout	Level 0M Zone 5 NW	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 0M	M2216	Ventilation Layout	Level 0M Zone 6 W	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 01	M2221	Ventilation Layout	Level 01 Zone 1 NW	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 01	M2222	Ventilation Layout	Level 01 Zone 2 NE	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 01	M2223	Ventilation Layout	Level 01 Zone 3 SE	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 01	M2224	Ventilation Layout	Level 01 Zone 4 SW	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 02	M2231	Ventilation Layout	Level 02 Zone 1 NW	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 02	M2232	Ventilation Layout	Level 02 Zone 2 NE	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 02	M2233	Ventilation Layout	Level 02 Zone 3 SE	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 02	M2234	Ventilation Layout	Level 02 Zone 4 SW	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 03	M2241	Ventilation Layout	Level 03 Zone 1 NW	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 03	M2242	Ventilation Layout	Level 03 Zone 2 NE	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 03	M2243	Ventilation Layout	Level 03 Zone 3 SE	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 03	M2244	Ventilation Layout	Level 03 Zone 4 SW	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 04	M2251	Ventilation Layout	Level 04 Zone 1 NW	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 04	M2252	Ventilation Layout	Level 04 Zone 2 NE	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 04	M2253	Ventilation Layout	Level 04 Zone 3 SE	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 04	M2254	Ventilation Layout	Level 04 Zone 4 SW	1:100	A1	01	01						
034070-BA-	BHE- M-	DR- 00	M2301	HVAC Pipework Layout	Level 00 Zone 1 NW	1:100	A1	01	01						
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Client		Bristol City Council													
Form of Issue		Issue Notes													
P - Paper															
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Issue Register

Issue Reason A - Approval B - Billing C - Contract D - Comment	I - Information P - Preliminary T - Tender X - As Built										Drawing Number	Title	Date		Revision																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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Bristol Arena

Project Bristol Arena
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Issue Register

Issue Reason				Date		Revision		I		I	
A - Approval				Reason		Scale		I		I	
B - Billing				Size		1:100		A1		A1	
C - Contract				Title		1:100		A1		A1	
D - Comment				Drawing Number		1:100		A1		A1	
I - Information P - Preliminary T - Tender X - As Built	BHE-	M-	ZA-	DR-	02	M2334	HVAC Pipework Layout	Level 02 Zone 4 SW	1:100	A1	01
	034070-BA-	BHE-	M-	ZA-	DR-	03	M2341	HVAC Pipework Layout	Level 03 Zone 1 NW	1:100	01
	034070-BA-	BHE-	M-	ZA-	DR-	03	M2342	HVAC Pipework Layout	Level 03 Zone 2 NE	1:100	01
	034070-BA-	BHE-	M-	ZA-	DR-	03	M2343	HVAC Pipework Layout	Level 03 Zone 3 SE	1:100	01
	034070-BA-	BHE-	M-	ZA-	DR-	03	M2344	HVAC Pipework Layout	Level 03 Zone 4 SW	1:100	01
	034070-BA-	BHE-	M-	ZA-	DR-	04	M2351	HVAC Pipework Layout	Level 04 Zone 1 NW	1:100	01
	034070-BA-	BHE-	M-	ZA-	DR-	04	M2352	HVAC Pipework Layout	Level 04 Zone 2 NE	1:100	01
	034070-BA-	BHE-	M-	ZA-	DR-	04	M2353	HVAC Pipework Layout	Level 04 Zone 3 SE	1:100	01
	034070-BA-	BHE-	M-	ZA-	DR-	04	M2354	HVAC Pipework Layout	Level 04 Zone 4 SW	1:100	01
	034070-BA-	BHE-	M-	ZA-	DR-	XX	M5000	Ductwork Typical Details	1:1	A0	01
	034070-BA-	BHE-	M-	ZA-	DR-	XX	M5001	Buried Services Details	1:1	A0	01
	034070-BA-	BHE-	M-	ZA-	DR-	XX	M5002	Pipework Penetration Details	1:1	A0	01
	034070-BA-	BHE-	M-	ZA-	DR-	XX	M5003	Pipework Support Details	1:1	A0	01
	034070-BA-	BHE-	M-	ZA-	DR-	XX	M5006	Ductwork Support Details	1:1	A0	01
	034070-BA-	BHE-	M-	ZA-	DR-	XX	M5007	Structural Fixings	1:1	A0	01
	034070-BA-	BHE-	M-	ZA-	DR-	XX	M5008	Mechanical Details	1:1	A0	01
P - Paper	034070-BA-	BHE-	M-	ZA-	DR-	XX	M5009	Pipework Anchor Expansion Details	1:1	A0	01
	034070-BA-	BHE-	M-	ZA-	DR-	XX	M7000	Protected Lobby Systems Schematic	1:1	A1	01
	034070-BA-	BHE-	M-	ZA-	DR-	XX	M7001	Verification Schematic	1:1	A0	01
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Client				Bristol City Council				E		E	
Form of Issue				Issue Notes				Stage 3		Stage 3	
E - Email Issue											

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Issue Register

Issue Reason				Date		Revision		Stage 3	
A - Approval				Reason		Size		1	
B - Billing									
C - Contract									
D - Comment									
I - Information									
P - Preliminary									
T - Tender									
X - As Built									
Drawing Number				Title		Scale		1	
034070-BA-	BHE-	M-	XX	M7002	Chilled Water Schematic	1:1	A0	01	01
034070-BA-	BHE-	M-	XX	M7003	LTHW Schematic	1:1	A0	01	01
034070-BA-	BHE-	PH-	00	P2001	Drainage AGD Layout	1:100	A1	01	01
034070-BA-	BHE-	PH-	00	P2002	Drainage AGD Layout	1:100	A1	01	01
034070-BA-	BHE-	PH-	00	P2003	Drainage AGD Layout	1:100	A1	01	01
034070-BA-	BHE-	PH-	00	P2004	Drainage AGD Layout	1:100	A1	01	01
034070-BA-	BHE-	PH-	00	P2005	Drainage AGD Layout	1:100	A1	01	01
034070-BA-	BHE-	PH-	00	P2006	Drainage AGD Layout	1:100	A1	01	01
034070-BA-	BHE-	PH-	0M	P2011	Drainage AGD Layout	1:100	A1	01	01
034070-BA-	BHE-	PH-	0M	P2012	Drainage AGD Layout	1:100	A1	01	01
034070-BA-	BHE-	PH-	0M	P2013	Drainage AGD Layout	1:100	A1	01	01
034070-BA-	BHE-	PH-	0M	P2014	Drainage AGD Layout	1:100	A1	01	01
034070-BA-	BHE-	PH-	0M	P2015	Drainage AGD Layout	1:100	A1	01	01
034070-BA-	BHE-	PH-	0M	P2016	Drainage AGD Layout	1:100	A1	01	01
034070-BA-	BHE-	PH-	01	P2021	Drainage AGD Layout	1:100	A1	01	01
034070-BA-	BHE-	PH-	01	P2022	Drainage AGD Layout	1:100	A1	01	01
034070-BA-	BHE-	PH-	01	P2023	Drainage AGD Layout	1:100	A1	01	01
034070-BA-	BHE-	PH-	01	P2024	Drainage AGD Layout	1:100	A1	01	01
034070-BA-	BHE-	PH-	01	P2025	Drainage AGD Layout	1:100	A1	01	01
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Client				Bristol City Council				E	
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Issue Register

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Bristol Arena

Issue Reason				Date		Revision											
Drawing Number	Title	I - Information P - Preliminary T - Tender X - As Built	Reason	Size	Scale	I	I										
034070-BA- BHE- PH- ZA- DR- 00	P2103 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 00	P2105 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 00	P2106 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 0M	P2111 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 0M	P2112 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 0M	P2113 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 0M	P2114 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 0M	P2115 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 0M	P2116 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 01	P2121 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 01	P2122 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 01	P2123 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 01	P2124 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 01	P2125 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 01	P2126 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 02	P2131 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 02	P2132 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 02	P2133 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
034070-BA- BHE- PH- ZA- DR- 02	P2134 Water, Gas and Fire Protection Layout			A1	1:100	01	01										
Issued To:																	
Client	Bristol City Council																
Form of Issue																	
P - Paper	Issue Notes																
E - Email Issue																	

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Issue Sheet

Issue Reason										Date		Revision	
I - Information P - Preliminary T - Tender X - As Built										Reason		I 1	
Drawing Number										Scale		Size	
Title													
034070-BA-	BHE-	PH-	ZA-	DR-	03	P2141	Water, Gas and Fire Protection Layout			Level 03 Zone 1 NW	1:100	A1	01
034070-BA-	BHE-	PH-	ZA-	DR-	03	P2142	Water, Gas and Fire Protection Layout			Level 03 Zone 2 NE	1:100	A1	01
034070-BA-	BHE-	PH-	ZA-	DR-	03	P2143	Water, Gas and Fire Protection Layout			Level 03 Zone 3 SE	1:100	A1	01
034070-BA-	BHE-	PH-	ZA-	DR-	03	P2144	Water, Gas and Fire Protection Layout			Level 03 Zone 4 SW	1:100	A1	01
034070-BA-	BHE-	PH-	ZA-	DR-	04	P2151	Water, Gas and Fire Protection Layout			Level 04 Zone 1 NW	1:100	A1	01
034070-BA-	BHE-	PH-	ZA-	DR-	04	P2152	Water, Gas and Fire Protection Layout			Level 04 Zone 2 NE	1:100	A1	01
034070-BA-	BHE-	PH-	ZA-	DR-	XX	P5001	PH Typical Water Details Sheet 1			1:1	A0	01	01
034070-BA-	BHE-	PH-	ZA-	DR-	XX	P5002	PH Typical Water Details Sheet 2			1:1	A0	01	01
034070-BA-	BHE-	PH-	ZA-	DR-	XX	P5003	PH Typical Drainage Details Sheet 1			1:1	A0	01	01
034070-BA-	BHE-	PH-	ZA-	DR-	XX	P5004	PH Typical Drainage Details Sheet 2			1:1	A0	01	01
034070-BA-	BHE-	PH-	ZA-	DR-	XX	P5005	PH Typical Drainage Details Sheet 3			1:1	A1	01	01
034070-BA-	BHE-	PH-	ZA-	DR-	XX	P7000	Harvested Rainwater Schematic			1:1	A1	01	01
034070-BA-	BHE-	PH-	ZA-	DR-	XX	P7001	Gas Schematic			1:1	A1	01	01
034070-BA-	BHE-	PH-	ZA-	DR-	XX	P7002	Domestic Water Schematic Sheet 1			1:1	A0	01	01
034070-BA-	BHE-	PH-	ZA-	DR-	XX	P7004	Protected Lobby Systems Schematic			1:1	A1	01	01
034070-BA-	BHE-	MEP	ZA-	DR-	00	X8000	Principal Site Utilities Layout				A0		02

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Issue Register

Project	Bristol Island Arena
Job Number	4699
Client	Bristol City Council
Information	Documents/Reports/Visuals

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Client	Bristol City Council													
Form of Issue P - Paper E - Email Issue	Issue Notes	Issued for VE Costing	Stage 2 Report	Stage 2 Report	Stage 2 Report	Stage 2 Report	Stage 2 Report	Issued for Stage 3 Work in Progress	Planning/Public Consultation	Urban Design Forum Images	Planning/Public Consultation	Masterplan Work - Draft ES Chapters	Planning/Public Consultation	

